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

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the 6th day of March, 2017 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

- 1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, February 13, 2017.
- 2. Read for approval all monthly bills and claims submitted to the court and dated through March 6, 2017.
- 3. Hear the Public Assistance monthly report.
- 4. Consider and take necessary action to approve refund of Ad Valorem taxes.
- 5. Consider and take necessary action to approve the Jail Inspection Report.
- 6. Consider and take necessary action to accept bids for depository contract for funds of Hockley County for a 4 year period.
- 7. Discussion concerning reinstating the Order Prohibiting Outdoor Burning.
- Consider and take necessary to reinstate the Order Prohibiting Outdoor Burning.
- Consider and take necessary action to approve a subdivision in the Ropesville area.
- 10. Consider and take necessary action to approve the Resolution opposing HB1258.
- 11. Consider and take necessary action to advertise for bids for hauling 3000 yards of caliche from the pit in Precinct 3 to Alamo Road and 1500 yards to Colorado Road in Precinct 1.
- 12. Consider and take necessary action to review and approve the 2017 Joint Election Agreements and the Election Services Contract between Hockley County and Levelland Independent School District and Smyer ISD

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

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 3rd day of March, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting. Field French

Dated this 3<sup>rd</sup> day of March, 2017.

Irene Gumula, County Clerk, and Ex-Officio

Clerk of Commissioners' Court, Hockley County, Texas

VOL. PAGE

## REGULAR MEETING MARCH 6<sup>TH</sup>, 2017

Be it remembered that on this the 6<sup>th</sup> day of March A.D. 2017, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldridge Curtis D. Thrash Larry Carter (ABSENT) J. L. "Whitey" Barnett Thomas R "Tommy" Clevenger County Judge
Commissioner Precinct No. 1
Commissioner Precinct No. 2
Commissioner Precinct No. 3
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 Special meeting of the Commissioners' Court, held on the 13<sup>nd</sup> day of February, A.D. 2017, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through March  $6^{th}$ , A. D. 2017, be approved and stand as read.

Rebecca Currington, Public Assistance Administrator reported her February 2017, monthly approvals and denial request for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of February 2017.

<u>APPROVED APPLICANTS</u>

APPLICANT	PHYSICAL ADDRESS	TOWN	REQUEST	AMOUNT	
Stayza Fryer	1711 Ave. I	Levelland	Electric	\$ 75.00	
Kemisha Asberry	118 Poplar	Levelland	Shelter	\$150.00	
Irene Hinojosa	207 E. Ninth #7	Anton	Shelter	\$ 28.00	
Jessica Helsley	1205 12th St	Levelland	Shelter	\$150.00	
Kayla Silva	204 Duke	Anton	Electric	\$ 75.00	
Jose Gonzales	226 Cherry St. #28	Levelland	Shelter	\$150.00	

#### **DENIED APPLICANTS**

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

$\boxtimes$	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.
$\boxtimes$	Not all money received by household, either income, available funds or contribution, was reported by household.
$\boxtimes$	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 -

APPLICANT	PHYSICAL ADDRESS	TOWN		
Refugia Garcia	1002 S. Alamo Rd., #116	Levelland		
Josephine Perkins	1724 Wilson	Levelland		
Kemisha Asberry	118 Poplar	Levelland		
Yudit Rodriguez	210 Pat	Levelland		
Norris McFarland	903 S. Alamo Rd. #30	Levelland		
Eldora Dancer	701 MLK Apt. #412	Levelland		
Jo Ann Knighten	226 Cypress St	Levelland		

65 PAGE 003VOL.

Motion by Barnett seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes 0, that Commissioners' Court approve the 20 tax refunds, as per request of Debra Bramlett, Tax Assessor/Collector. Motion by Commissioner Barnett, seconded by Commissioner Clevenger,

3 Votes Yes, 0 Votes No, that Commissioner's Court approve the tax refund in the amount of One Thousand Six Hundred Seventy Eight Dollars and Thirty Two Cents (\$1678.32) to Harding & Carbone Inc.,

approve the tax refund in the amount of One Thousand Six Hundred Thirty Six Dollars and Ninety Two Cents (\$ 1636.92) to Donald G. Johnson Sr.,

approve the tax refund in the amount of One Thousand Seven Hundred Forty Seven Dollars and Thirty Two Cents (\$1747.32) to Mallet Ranch Minerals,

approve the tax refund in the amount of Six Hundred Three Dollars and Twenty One Cents (\$603.21) to Acod Family Partnership, L. P.,

approve the tax refund in the amount of Seven Hundred Three Dollars and Forty Two Cents (\$703.42) to Winston J & Tonia L Brzozowski,

approve the tax refund in the amount of One Thousand Two Hundred Sixteen Dollars and Seventy Six Cents (\$1216.76) to CIT Group/Capital Finance The Ari Tax Department,

approve the tax refund in the amount of Five Hundred Fifty Seven Dollars and Forty Nine Cents (\$557.49) to Samsel Keaton,

approve the tax refund in the amount of Five Hundred Thirteen Dollars and Nineteen Cents (\$513.19) to Linda Silva,

approve the tax refund in the amount of Four Thousand Five Hundred Eighty Five Dollars and Seventy Cents (\$4585.70) to Sanders Mechanical and Construction,

approve the tax refund in the amount of Seven Hundred Forty Three Dollars and Thirty Cents (\$743.30) to Janet Turner,

approve the tax refund in the amount of Five Hundred Sixty Dollars and Twenty Seven Cents (\$560.27) to Janet Monger Turner,

approve the tax refund in the amount of Eight Hundred Dollars and Seventy Seven Cents (\$800.77) to Tina Torres

approve the tax refund in the amount of Eight Hundred Ninety Six Dollars and Seventy One Cents (\$896.71) Tina Torres,

approve the tax refund in the amount of Six Hundred Nineteen Dollars and Seventeen Cents (\$619.17) to Ronnie Dale & Cynthia R Hazelwood,

approve the tax refund in the amount of Eight Hundred Eighty Two Dollars and Ninety Two Cents (\$882.92) to Nathaniel & Helen Dorsey,

approve the tax refund in the amount of Nine Hundred Ninety Four Dollars and Eighty Six Cents (\$994.86) to Nathaniel & Helen Dorsey,

approve the tax refund in the amount of Five Hundred Ninety Eight Dollars and Ninety Six Cents (\$598.96) David J & Melissa Miller

approve the tax refund in the amount of Six Hundred Eighty Dollars and Seventeen Cents (\$680.17) to David Joel & Melissa Lynn Miller,

approve the tax refund in the amount of Five Hundred Thirty Eight Dollars and Eighty Cents (\$538.80) Becky S & Leo C Prichard,

approve the tax refund in the amount of Eight Hundred Forty Six Dollars and Thirty Eight (\$846.38) to Becky S & Leo C Prichard,

as per request of Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Jail Inspection Report, as per Report recorded below.

## TEXAS COMMISSION ON JAIL STANDARDS

			ANNUAL JAIL F	REPORT				
County:	Н	ockley						
Sheriff:	Da	Scifree		Judge:		Sharla Bald	ridae	
email	Ray Scifres			ouuge. email		Sharla Baldridge		
		lifford Robins	<del></del>		-11	Shane Sov		
Jail Administrator:		PACKING RODINS		spector:		Snane Sov	weii	
			org.					
st Inspection	April 12, 2016	<u> </u>	Compliant	Yes	Inspection	on Date(s)	March 1	, 2017
medial Order N/A	Effect:							
Reportable Incide	ents Fires	0	Escapes	0		Contract Inmates Bailey	Housed	10
(Previous 12 month			Walkaway	0		Garza	-	7
	Suicides	0	Secured	0		Теггу	-	4
						County4	-	
		•				County5	_	
Date	Plans Approved	May 5	, 2013			County6	<u>-</u>	
•	•						_	
Facility Name	Hockley Cou	nty Jail					Drill Time	59.33 sec
Address 1310 A	ve. H, Levelland, T	exas	Zip Code 7	79336		Facility	y Capacity _	64
Phone # 8	06-894-9334	Fax#	806-894-1682			Average Daily I	Population =	48.75
Built 198	4 Renovated	N/A	Addition	N/A		Housing Tota	_	50
Туре	Max		er of Variances	0		Holding Tota	_	5
· /F -							_	
Facility Name							Drill Time	
Address			Zip Code			Facilit	y Capacity	
Phone #		Fax#				Average Daily I		
Built	Renovated		Addition			Housing Tota	_	
Type		Numbe	er of Variances			Holding Tota	_	
. 300		, 14011100						
Facility Name			•				Drill Time	
Address			Zip Code	·		Facilit	y Capacity _	
Phone #	•	Fax#	•			Average Daily I		
Built	Renovated		Addition			Housing Tota	_	
Type		Numbe	er of Variances			Holding Tota	_	
.,,po		· 1				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		7
1 Housing Cap	acity 64	and the state of t	Holding Capaci	ty	15	Females	9	
Celi	<u> </u>	Capacity		Cells	Capacity	(Female F	Population Today)	
Sep Cells 16	i	16	Holding Cells	1	8	# of Cells	5	
Single Cetts 0	·······	0	Detoxification Cells	1	6	# of Bunks	12	l
M.O. Cells 2	·····	16	Violent Cetts	1	1			
Dorms 4	<del></del> .	32						
Neg Press Cells 0				on Security	_		act inmates	
Medical Cells 0		<u> </u>	Minimum Cap	•		100 + Capacity	- '	ın - TX)
Notes:			Medium Cap			☐ Yes	☑ No	
The medica	I call is included in the MO cell	ocunt.	Maximum Cap	xecity	64			
Population: Hou	sing 50	. Hold	/Detox/Violent	5		Total System P	opulation	55
(During Inspection)  Total Inspection	Time 6	hours			Total	Average Daily P	Population	48.75
Total Mopoulon							_,,	
Here	N		Inte	erview with	Court Repr	esentative 🖂 y	'es	☑ No
Sheriff			•			_	_	
r al	1ごし .	/	٠.,	•	71		11.	1
WATL	- Kal	my		<b>6</b> =	MAN	OLICH	ANG	GL
Jail Administrator		-		. ~	onimissione	rs Court Repres	emative —	1
					וחוו	e e	010=	a.o.=4
Rev. 1/05/2011					VOL	. 65	PAGE (	007



## **Texas Commission on Jail Standards**

**Hockley County Jail** March 1, 2017 Date(s) of Inspection Levelland, Texas SUBJECT: INSPECTION REPORT State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards). The facility was inspected on the date(s) indicated above, and it was determined that deficiencies exist. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required. Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297.8, et seq.). This facility was inspected on the date(s) indicated above. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards. Inter-Office Use Only Authenticated: Date Received by: Reviewed by: Date

cc:

Judge

Sheriff

Individuals and/or entities regulated by the Texas Commission on Jail Standards shall direct all complaints regarding the commission procedures and functions to the Executive Director at: P.O. Box 12985 Austin, Texas 78711 (512) 463-5505 Fax (512) 463-3185 or at our agency website at www.tcjs.state.tx.us.

### TEXAS COMMISSION ON JAIL STANDARDS - INSPECTION REQUIREMENTS REVIEW

acility Name:	<b>Hockley County Jail</b>	Date: March 1, 2017
Chapter	Title	Comments
259	New Construction	Conducted a walk through inspection of the facility.
261	Existing Construction	Not applicable.
263	Life Safety	Inspected life safety equipment and conducted and observed emergency drill. Reviewed documentation
		Conducted staff interviews.
265	Admission	Reviewed a random sample of 6 inmate files. Interviewed staff. Reviewed policy.
267	Release	Reviewed a random sample of 2 inmate files. Interviewed staff.
269	Records/Procedures	Reviewed policy and documentation. Interviewed staff and reviewed ADA compliance evaluation.
271	Classification	Reviewed a random selection of 6 inmate files. Reviewed staff training records. Reviewed internal classification
		audits. Reviewed policy. Interviewed staff.
273	Health Services	Reviewed a random selection of 6 files. Interviewed staff and inmates. Reviewed training records. Reviewed
275	Supervision	Reviewed 15 officer TCOLE certification records. Reviewed officer documentation. Interviewed staff.
277	Personal Hygiene	Conducted a facility walk through. Reviewed facility schedule.
279	Sanitation	Conducted a facility walk through. Interviewed staff and inmates. Reviewed policy. Technical assistance
	]	provided - During the walk-through of the jail, it was determined the intercom in single cell A-08 was no
	•	functioning as designed. The cell was unoccupied at the time of inspection. Administration was advised
		show the cell off-line until the intercom was operable. Follow-up action required - Once the intercom
		repaired, administration will notify this inspector via email and the cell will be placed back on-line.
281	Food Service	Conducted walk through inspection in kitchen area. Interviewed staff. Reviewed documentation.
283.1	Discipline	Reviewed 10 disciplinary hearing records. Interviewed staff and inmates. Reviewed policy. Reviewed inmate rules
283.3	Grievance	Reviewed 20 inmate grievance/complaints, Reviewed policy. Interviewed staff and inmates.
285	Exercise	Walk through of exercise area conducted. Reviewed documentation. Interviewed staff and inmates.
287	Education/Library	Reviewed policy and schedule. Interviewed staff and inmates.
289	Work Assignments ,	Reviewed policy and schedule. Interviewed staff and inmates.
291.1	Telephone	Reviewed policy and schedule. Interviewed staff and inmates.
291.2	Correspondence	Reviewed policy and schedule. Interviewed staff and inmates.
291.3	Commissary	Reviewed policy and schedule. Interviewed staff and inmates.
291.4	Visitation	Reviewed policy and schedule. Interviewed staff and inmates.
291.5	Religious Practices	Reviewed policy and schedule. Interviewed staff and inmates.
XXX	Variances	Not applicable.
XXX	Remedial Orders	Not applicable:
XXX	Complaints	Not applicable.
XXX	CCQ	All required personnel are trained and certified with the CCQ system and inquiries are being performed on a
		inmates at intake.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court accept bids for depository contract for funds of Hockley County for a 4 year period, as per Depository Bid Notice recorded below.

#### **DEPOSITORY BID NOTICE**

The Commissioners' Court will receive sealed bids until 10:00 A.M. Monday March 27, 2017 for depository contract for funds of Hockley County, Texas for a four (4) year period. Renegotiations Section 116.021 (b) the contract shall allow the County to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

Bid worksheets can be obtained from the County Treasurer's office, Courthouse Suite 104, Levelland, Texas 79336.

Submit bids to County Judge, Courthouse Suite #101, Levelland, Texas 79336. The bid shall state the amount of paid-up capital stock and permanent surplus of the bidding institution and there shall be furnished with the bid a statement showing financial conditions of said institution at the date of the bid.

The bid shall also be accompanied by a certified check for not less than one-half of one percent of the County's revenue for the preceding year as guarantee of the good faith on the part of said institution.

The county's revenues for the 2016 calendar year were \$12,335,716.52. The checks of unsuccessful bidders will be returned immediately and the check of the successful bidder will be returned after the depository has entered into and files the bond required by law and the bond has been approved by the Commissioners' Court. Bids should be submitted in compliance with chapter 116 Local Government Code, from which above requirements are taken.

Successful bidder will be required to furnish a certified copy of the Institute's Board Minutes stating that the County Depository Contract was approved by the Board of Directors According to U.S. Code Title 12, Section 1823 (e).

Further, the institution should state the amount of interest, simple or compounded daily, to be paid on the following accounts: Demand Deposits-on each checking account: Time Deposits-up to \$5,000,000.00 for 60 days to long term (1 year) All Time Deposits should be based on a minimum rate or the current money market rate, whichever is higher.

The bid shall give the County the option to purchase Treasury Bills or Treasury Bonds through the institution. The fees for purchasing and safekeeping of the Treasury investments must be stated.

The institution, as a part of the bid, must supply all safe deposit boxes, deposits slips, warrants, cashier's checks and certified checks to meet the needs of each individual office.

Any depository located outside the county seat shall provide courier service twice a week and every business day during December and January.

The bids shall give the county the option to transfer funds to Tex-Pool, a Texas Investment Service for public funds supervised by the Comptroller. The institution must state the service fees for this option (fees for deposits, checks, and etc.)

Bids will be opened at regular meeting March 27, 2017, Commissioners Court. The period for acceptance of this bid will be eight (B) calendar days. Court reserves the right to accept or reject any and all bids.

Hockley County Judge Sharla Baldridge.

Discussion concerning reinstating the Order Prohibition Outdoor Burning. Discussion only.

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court reinstate the Order Prohibiting Outdoor Burning, as per Order recorded below.

#### ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Commissioners Court finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Hockley County that all outdoor burning is prohibited in the unincorporated area of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners Court based on a determination that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training: (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or, (4) burns that are conducted by a prescribed burn manager certified under §153.048, Natural Resources Code, and meet the standards of §153.047, Natural Resources Code.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this 6th day of March, 2017 by a vote of \_\_\_3\_ 0 nays.

> Sharla Baldridge Hockley County Judge MISSIONER

COMMISSIONERS

COUNTY

Attest:

Irene Gumula, County Clerk

65 013 VOL. PAGE

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve a subdivision in the Ropesville area, as per Plat of Willow Baccharis recorded below.

VOL. 65 PAGE 014.

DEDICATION KNOW ALL MEN BY THESE PRESENTS:  That we, William M. Metzig and Holly D. Metzig, owners of 28.00 acres of land out of the No part of Tract 26, Ropesville Farm Project, located in League 9, Donley County School Land, 8 County, Texas, do hereby subdivide same and to be known as Lots 1 thru 7, WILLOW BACCH accordance with the plat shown hereon, subject to any and all easements or restrictions here granted, and do hereby dedicate to the public the use of the streets and easements shown h
Witness our hand, this the <b>Brok</b> day of March, A.D. 201
William M. Metzig
Abelly D. Metzig- Holly D. Metzig
STATE OF TEXAS COUNTY OF HOCKLEY This instrument was acknowledged before me by the persons whose name appears above. This the 30 day of March, 2017 Which day of March, 2017 Notary Public, State of Texap
DELINDA DELGADO Notary Public. State of Texas My Commission Explies 1, 2019

/ISOIN
AP MARKED "NEWTON
HIS SURVEY
SURVEY
ON THIS SURVEY
I'MIS SURVEY

TRACT 27

# LOTS | THROUGH 7 WILLOW BACCHARIS

A SUBDIVISION LOCATED IN
THE NORTHWEST PART OF TRACT 26
ROPESVILLE FARM PROJECT
LEAGUE 9
DONLEY COUNTY SCHOOL LAND
HOCKLEY COUNTY, TEXAS

SET 25' A

#### SURVEYORS' CERTIFICATE

I hereby certify that this plat correctly shows the results of an actual survey made upon the ground.

This the 19th day of December, 2016

J.N. NEWTON, PROFESSIONAL LAND SURVEYOR NO. 1690

© copyright 2016 J.N. Newton & Associates, Inc.

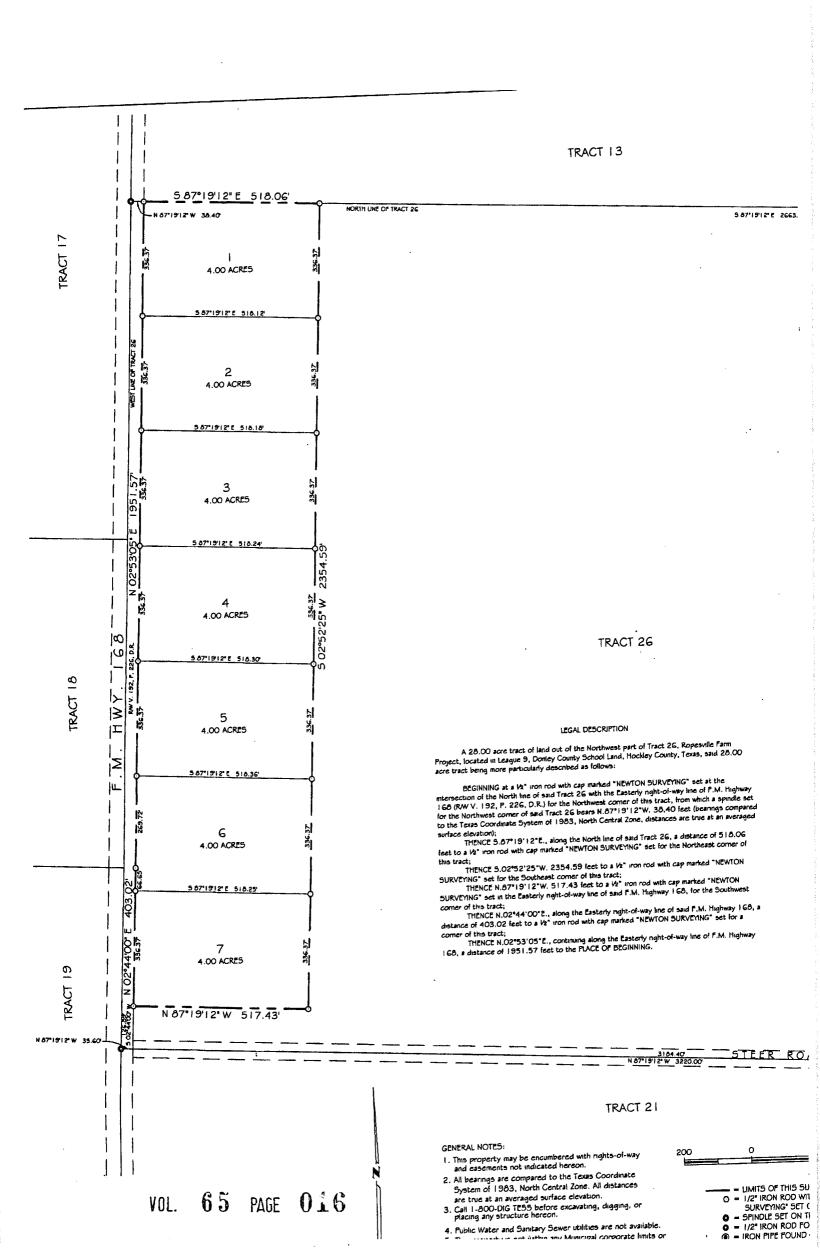
J. N. NEWTON & ASSOCIATES, INC.
TBPLS FIRM # 10052000

Land Surveying and Mapping
2 15 SW 2nd Street
Seminole. Texas 79360
800-284-2607 or 432-758-2015 PAX 432-758-9090

Date of Survey: July, 2016

Date of Survey: July, 2

lab No. 19758



Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Resolution opposing HB1258, as per Resolution recorded below.

#### RESOLUTION

A Resolution of the Hockley County Commissioners Court, Texas Opposition to re:Search,TX HB1258

WHEREAS, the Hockley County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under The Supreme Court of Texas's direction, has created re:Search,TX, a web portal to allow judges secure access to a consolidated database of case information that has been e-filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days; and

WHEREAS, the OCA is now retaining information filed with the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and the district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records thorough an electronic information system and may provide (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE HOCKLEY COUNTY COMMISSIONERS COURT by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Hockley County and its taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

**BE IT FURTHER RESOLVED**, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by Commissioners

Court in the administration of their duties concerning records held by the county and district clerk or how the counties choose to offer those records to the public.

**BE IT FURTHER RESOLVED**, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the Hockley County Commissioners Court on the /eth day of March, 2017.

Sharla Baldridge County Judge

Curtis Thrash

Commissioner, Precinct 1

Larry Carter

Commissioner, Precinct 2

L "Whitey" Barnett

Commissioner, Precinct 3

Tommy Clevenger

Commissioner, Precinct 4

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court advertise for bids to haul 3000 yards of caliche from the pit in Precinct 3 to Alamo Road and 1500 yards to Colorado Road in Precinct 4, as per "Notice to Bidders" recorded below.

#### THE STATE OF TEXAS

#### **COUNTY OF HOCKLEY**

#### OF HOCKLEY COUNTY, TEXAS

#### **NOTICE TO BIDDERS**

Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 10:00 A.M., Monday, March 27, 2017, for the following described:

Hauling of approx. 3,000 yards of caliche from Precinct 3 pit to Alamo Road from State Hwy 385 to FM 1294, 1 mile and approximately 1,500 yards to Colorado Road from 1½ miles East of State Hwy 168, all in Precinct 4, hauler must have a minimum of four trucks hauling at the same.

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

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

Given under my hand and seal of said Court, this the 6th day of March, 2017.

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

THE COUNTY HARM

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court review and approve the 2017 Joint Election Agreements and the Election Services Contract between Hockley County and Levelland School District and Smyer ISD, as per Agreements and Contract.

#### 2017 JOINT ELECTION AGREEMENT

Between the County of Hockley and Levelland Independent School District,

#### AND

#### **ELECTION SERVICES CONTRACT**

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

- WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and
- WHEREAS Levelland Independent School District ("LISD") shall hold their respective general election on Saturday, May 6, 2017.
- WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Saturday, May 6, 2017 for the conduct and supervision of; and
- WHEREAS LISD (also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and
- WHEREAS LISD find that this joint election agreement and 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 County 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 Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Hockley County for, elections supplies, services and administrative costs as outlined in this agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

Uniform Election Date. Joint elections to be held May 6, 2017 unless canceled by certification of
unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political
subdivision cancels its respective election pursuant to Section 2.053, the VR/ED shall be entitled to
receive an administrative fee of \$75.00 [Section 31.100(d)] and shall prepare and submit an invoice
for payment within 60 days after the unofficial notification of cancellation is received. Once the
cancellation of the election is formally approved by the respective governing body, the political

VOL. 65 PAGE 023

1

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

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

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

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

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

#### 4. Election Notices and other Pre-Election Matters.

- a. Each authority will post their respective election orders and public elections notices; and provide a copy of the orders and notices with the VR/ED and those issued by VR/ED to each participating authority.
- b. The VR/ED will select and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, Court and DOJ approved voting locations for the participating authorities. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.

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

a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify each participating authority affected by the change.

- b. The VR/ED will take necessary steps to insure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- d. Each election judge will receive \$8 per hour and each clerk \$8 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and supplies to the Hockley County Court House on Election Night.

#### 6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cheryl Smart, Joint Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election
- b. The joint early voting will be conducted at the early voting poll place of 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: Hockley County Courthouse Annex

Election Administrator's Office

911 Austin Street

Levelland, Texas

Dates: April 24th – May 2

Dates: April 24<sup>th</sup> – May 2<sup>nd</sup>, 2017, Monday-Fridaý Hours: 8:00 am- 5:00 pm

EXCEPTION: There will be two twelve hour days during voting:

Monday, April 24th and Tuesday, April 25th – Early Voting Hours are 7:00 am- 7:00 pm.

- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the City in even numbered years and by the LISD in odd numbered years. The presiding judge is responsible for appointing EVBB clerks and for their eligibility. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- f. The presiding election judge of the EVBB will receive \$8 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours.

#### 7. Election Day.

a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying voter, etc.

b. As required by law, the VR/ED will be open on election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

#### 8. Return of Elections.

- a. The VR/ED is responsible for establishing and operating the central counting station in accordance with the provisions of the Texas Election Code and this agreement.
- b. On election night as ballots arrive for processing, the VR/ED will provide timely reports of election results as soon as the returns are processed and the initial reconciliation is completed. The VR/ED is responsible for releasing totals, reflecting precinct returns via a "media report"/"summary report" to include early voting and election day, to the joint participants, candidates, media and general public by distribution of hard copies and/or electronic transmittals. Hockley County will operate an election results center to release election results in the Hockley County Courthouse Annex located at 911 Austin St., Levelland, Texas
- c. On Election Night, the VR/ED will have a designated area at the Hockley County Courthouse Annex to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/Ed will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on May 15, 2017.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions.
- g. The VR/ED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

#### 9. Records of the Election.

a. The Contracting Officer (Joint Election Administrator) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not to election orders, public election notices,

- applications for a place on the ballot, candidate drawing documents, campaign finance reports, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the VR/ED Joint Election Administrator, and accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of Texas Election Code.

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

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

#### 10. Election Expenses.

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs.
- b. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- c. The participating authorities mutually agree to share the cost of all election personnel (excluding the Contracting Officer). This will include the early voting election workers, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with the delivery of equipment and supplies and election workers at the central counting station, etc. On Election Day, only the political subdivisions sharing the polling location will equally share the personnel cost. Any hours worked over forty (40) hours per week by the full-time employees of the VR/Ed (shall be monitored and authorized by the Joint Election Administrator) beginning the Friday immediately before early voting begins and concluding the Friday following election day, due to the complexity of the elections, will be paid at one and one half (1½) times his/her regular rate and will be a shared cost by all participating authorities.
- d. The participating authorities mutually agree to provide the county-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES & S Model 100 Precinct Scanner. One accessible voting system, the ES&S will be provided at each poll location. Early voting equipment will be shared by participating entities.
- e. The participating authorities mutually agree to pay Hockley County within thirty (30) days of receipt of the invoice.

#### 11. Waiver of Damages.

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

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

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

HOCKLEY COUNTY

Sharla Baldridge, *Opunty Judge* 

Chery Smart

Cheryl Smart, Joint Election Administrator

LISD

LEEN Vorthorn Survivation of Contract

Zu July

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 two original contracts signed in duplicate.

## 2017 INTERLOCAL AGREEMENT FOR JOINT ELECTIONS ADMINISTRATOR

This agreement is entered into by and between HOCKLEY COUNTY and Smyer ISD, acting by and through their governing body.

WHEREAS, the Joint Elections Commission has employed and will supervise a Joint Elections Administrator; and

WHEREAS, said Joint Elections Administrator is funded by Hockley County; and

WHEREAS, the aforementioned political subdivision, located in Hockley County, agree to pay an amount set out herein below, listed in Exhibit A, to the purpose of conducting elections within their respective district.

NOW, THEREFORE, the political subdivisions names above do contract And agree as follows:

- Hockley County agrees to budget \$79,896 towards the operating cost of the Joint Elections Administrators office.
- 2. The political subdivision agrees to pay Hockley County annual funds according to the schedule described in Exhibit A. The schedule is subject to annual Re-evaluation.
- The political subdivision (except Hockley County)
   Further agrees to pay, in addition to the annual amount
   Described in Exhibit A. all expenses of each election
   held for its district including, but not limited to salaries, ballots,
   software programming, mileage, supplies and publications.

- a. The political subdivision will be responsible for the cost of supplies and workers used to conduct an election in their respective districts. When possible and if supplies or workers are shared between political subdivisions the expense will be divided and prorated to each Political Subdivision by the Joint Elections Administrator.
- b. Election Judges and Clerks will be paid at a rate of \$8.00 per Hour. This expense will be paid by the political subdivision (s) holding the election.
- c. Each Election Judge will be paid a flat-rate fee of \$25.00 to ensure return of all supplies, booths, Automark machine and EA Pollbooks. This expense will be paid by the political subdivision(s) holding the election.
- \*It is agreed by the Political subdivision that at all times and for all purposes hereunder, all elections judges, clerks and all other worker involved in elections are independent contractors and shall be construed so as to find any judge, clerk, or any other election personnel to not be an employee and/or agent of the county or the Political Subdivision, and all election personnel shall not be entitled to any of the rights, privileges, or benefits of County Employees except) as otherwise may be stated herein nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision employee as determined by the policies of Hockley County or the Political Subdivision.
- 4. The County agrees to submit to the Political Subdivision for payment the election expenses within thirty (30) days of said election date.

- 5. The agreement shall be perpetual and continue year to year. If however Hockley County or any political subdivision wishes to terminate this agreement for the following budget year, they shall do so by July 1 of the current budget year.
- All election functions for every signing Political Subdivision, including filing will be completed by the Joint Elections Administrator, per Texas Election Code, Sec. 31.164.

**HOCKLEY COUNTY** 

BY: Starla Baldricke SHARLA BALDRIDGE, County Judge

Date: 3-6-17

ATTEST;

BY: Chery amout

CHERYL SMART, Elections Administrator

ATTORNEY APPROVAL

ANNA HORD, Hockley County Attorney

## <u>Exhibit A</u> (Financial Yearly Obligation)

SMYER ISD \$500.00

Executed and approved on the date as indicated

SMYER ISD

ATTEST:
BY: Doma Robertson

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

The foregoing Minutes of a Commission day of, A. D. 2017,	was examined by me and approved.
Commissioner, Precinct No. 1	J. J. Barnett Commissioner Precinct No. 3
Absent Commissioner, Precinct No. 2	Commissioner Precinct No. 4

Sharlo Baldridge
County Judge

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

		<b>.</b>	
			; ;