

FILED FOR RECORD
AT _____ O'CLOCK ____ M.

NOV 3 2022 NOTICE OF MEETING OF THE COMMISSIONERS COURT OF
HOCKLEY COUNTY, TEXAS

County Clerk *[Signature]*
Notice is hereby given that a Regular Meeting of the above-named Commissioners Court will be held on Monday, the 7th day of November, 2022 at 9:00 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 the Special Meeting held at 9:00 a.m. on Monday, October 24, 2022.
2. Consider for approval all monthly bills and claims submitted to the Court and dated through November 7, 2022.
3. Introduction of Tristyn Dalindo by Texas A&M AgriLife.
4. Consider and take necessary action to appoint Tristyn Dalindo as the new 4-H Extension Agent effective January 3, 2023.
5. Discussion and potential action to approve the Terralogic Document Systems Criminal Case File Conversion Proposal as submitted by the Hockley County Clerk and the request to use ARPA funds to pay for said proposal through Texas Buy Board.
6. Discussion and potential action to approve the Import Service Agreement between i3-Bearcat, LLC (NET Data Corporation) and Hockley County as submitted by the Hockley County Clerk and the request to use ARPA funds to pay for said Import Service Agreement.
7. Consider and take necessary action to approve ARPA funds to pay for the purchase of Lots 7 and 8, Block 31, Original Town of Levelland, Hockley County, Texas also known as 702 Ave. H, Levelland, Hockley County, Texas and authorize the County Judge to execute all closing documents.
8. Consider and take necessary action to approve images for the eight Mosaic handrails to be installed around the courthouse perimeter.
9. Consider and take necessary action to approve a Tax Deed for Lot Ten (10), Block Eighty-three (83), of the Original Town of Levelland, Hockley County, Texas (R5033) to be purchased by Vicente Saenz and Perla Saenz for \$1,001.00.
10. Consider and take necessary action to approve a Tax Deed for Lot Twenty-three (23), Block Two Hundred Eight (208), Seventh Addition to the City of Levelland, Hockley County, Texas (R7323) to be purchased by Vicente Saenz and Perla Saenz for \$3,000.00.
11. Consider and take necessary action to approve a Tax Deed for Lot Two (2), Block Ninety-one (91), Original Town of Levelland, Hockley County, Texas (R10306) to be purchased by Waymon Jackson for \$2,605.00.
12. Consider and take necessary action to approve the Plat of Lots 6 through 31, Cotton Country Estates a Subdivision of Tract 23, and part of Tract 25, Ropesville Farm Project, Hockley County, Texas located in Precinct 1.
13. Consider and take necessary action to approve the Purple Wave Auction Internet Auction Agreement Terms and Conditions concerning items listed on Exhibit 1 of the Property List attached to said Agreement.

14. Review of the October, 2022 fire run report as submitted by the City of Levelland.

COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS.

BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above-named Commissioners Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 3RD day of November, 2022, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 3RD day of November, 2022.

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



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING
NOVEMBER 7, 2022

Be it remembered that on this the 7th day of November A.D. 2022, 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	County Judge
Alan D. Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	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 Carter, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioner's Court, held on October 24, 2022, be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Graf, 4 votes yes, 0 votes No, that the monthly bills and claims submitted to the court and dated through November 7, 2022, be approved and stand as read.

Introduction of Tristyn Dalindo by Texas A&M Agrilife.

Tristyn Galindo

104 SW 9th St Plainview, TX 79072 | 432-386-6253 | tristyn.galindo@ag.tamu.edu

WORK EXPERIENCE

**Assistant Agriculture and Natural Resource
Extension Agent - Hale County
Plainview, TX**

January 2022 - Current

Worked with producers in the county to improve productivity of their operation. Involved in 4-H projects; assisted project managers and educated youth. Adviser of the District 2 4-H Council, helping to build leadership skills.

**Agriculture Intern - Randall County Extension
Services
Canyon, TX**

June 2021 - August 2021

Advised people in the community, with the assistance of my supervisor, to answer any problems or concerns they had regarding agriculture. Took part in a research project involving new varieties of Sorghum seeds.

**Sales Associate - West Texas Western Store
Canyon, TX**

February 2021 - June 2021

**Trainers Assistant - Snaffle Bit Quarter Horses
Canyon, TX**

August 2020 - November 2020

Oversaw daily care of all horses in the facility, which included daily health checks, maintenance of waters, ensuring proper feeding, and tasks when asked.

**Sales Associate - Out West Feed and Supply
Alpine, TX**

May 2020 - August 2020

**Cashier - Brick Vault BBQ and Brewery
Alpine, TX**

July 2018 - January 2019

OBJECTIVE

To obtain the 4-H & Youth Development Extension Agent position in Hockley County and contribute to the success and reputation of the county. Where I will bring forth my experience and continue to expand my knowledge in this field.

EDUCATION

**West Texas A&M University
Canyon, TX**

Masters of Science - Agriculture
Education
Expected May 2024

**West Texas A&M University
Canyon, TX**

Bachelor of Science - Animal Science
12/2021

**Odessa College
Odessa, TX**

Associate of Arts - General Studies
05/2019
Magna Cum Laude

**The University of Texas Permian Basin
Odessa, TX**

Dual Credit
2016-2019

QUALIFICATION

- Self-motivated, task-oriented, and goal-driven.
- Has a passion towards helping the youth to grow into leaders.

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes No, that commissioner court approved to appoint Tristyn Dalindo as the new 4-H Extension Agent effective January 3, 2023. As per Order to appoint AG extension Agent recorded below.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

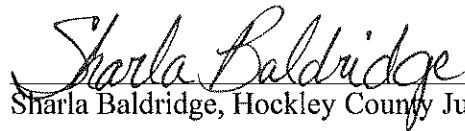
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COMMISSIONERS COURT
HOCKLEY COUNTY, TEXAS

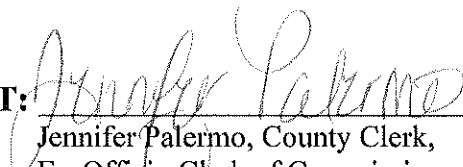
ORDER TO APPOINT AG EXTENSION AGENT

It is the order of the Commissioners Court of Hockley County, Texas, on motion made by Tommy Clevenger, Commissioner, Precinct 4, seconded by Seth Graf, Commissioner, Precinct 3 and unanimously carried that Tristyn Galindo be appointed as 4-H County Extension Agent effective January 9, 2023.

DATED the 7th day of November, 2022.


Sharla Baldrige, Hockley County Judge

ATTEST:


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

Motion by Commissioner Graf, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that commissioners court approved the Terralogic Document Systems Criminal Case Files Conversion proposal as submitted by the Hockley County Clerk and the request to use ARPA funds to pay for said proposal through the Texas Buy Board. As per Order Authorizing payment of ARPA funds recorded below.

STATE OF TEXAS
COUNTY OF HOCKLEY

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IN THE COUNTY COURT
OF
HOCKLEY COUNTY, TEXAS

ORDER AUTHORIZING PAYMENT OF ARPA FUNDS

On motion made by Commissioner, Seth Graf and seconded by Commissioner, Tommy Clevenger and unanimously carried, Hockley County Commissioners Court hereby authorizes the payment of \$63,430.01 Estimated to Terralogic Document Systems at the request of the Hockley County Clerk through the Texas Buy Board from ARPA funding.

SIGNED this 7TH day of November, 2022.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner
Precinct 1

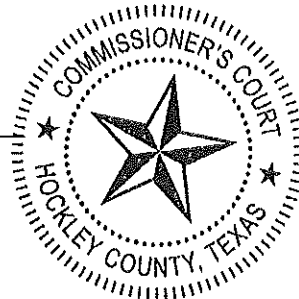
Larry Carter
Larry Carter, Commissioner
Precinct 2

Seth Graf
Seth Graf, Commissioner
Precinct 3

Tommy Clevenger
Tommy Clevenger, Commissioner
Precinct 4

ATTEST:

Jennifer Palermo
Jennifer Palermo, Hockley County Clerk





CRIMINAL CASE FILE CONVERSION PROPOSAL

Presented to:

Hockley County Clerk

Prepared by:
Matt Bowman

October 18, 2022

Company Overview

Since 1995, PDS, now known as TDS, has provided records management, electronic imaging, Automated Forms and custom software solutions to government, education, business, financial and healthcare organizations throughout the West Texas and New Mexico.

We have encountered and solved a wide variety of document management challenges. Our solutions are customer focused and specifically designed to meet the varying needs of a diverse client base.

As a full-service document and records management provider TDS develops and supports solutions in five areas:

1. Document Management Systems
2. Canon Scanners and capture systems
3. Electronic / Automated Forms
4. Custom Software Applications integrated with Electronic Imaging
5. Document / Data Conversion including Paper to digital format

We believe this strategy will best serve our clients over the long term as we are positioned to recommend the most cost-effective solution based on the customers document/record characteristics (i.e., volume, retention, retrieval rates etc.).

As members of the Association of Information and Image Management (AIIM) and the Association of Records managers and Administrators (ARMA) PDS actively participates in the organizations informational marketing program and is therefore abreast with changes, modifications and new technologies within this fast-paced environment.

In addition, TDS has two (2) CERTIFIED DOCUMENT IMAGING ARCHITECTS (CDIA) on staff that are responsible for industry standards and proper design and implementation of imaging systems. CDIA is an industry accreditation program designed and implemented by the Computing Technology Industry Association in conjunction with several large imaging software and hardware vendors.

Project Objectives

The objective of the project is the digital conversion of critical county criminal case files. The archiving procedure will provide administrative personnel with the ability to access the records with relative ease and in addition, will eliminate the current back log situation and will provide for long term storage and proper disaster recovery.

Archiving Recommendation

To provide the County with the most cost-effective solution to their retrieval challenges, and to maintain consistency in your archived records format and to preserve the integrity of the records, TDS is recommending the following solution:

1. Scan and index the files and deliver to the County, an external hard drive with multi page TIFF / PDF files named by the indexing criteria.
2. Importation of all the images into the county's Netdata document management system for network access. *(To be performed by County vendor for Netdata)*
3. At client request, would like option for a "4 Phase approach"

Records Preparation and Evaluation

The following outlines the estimated document volume as recently surveyed:

Description	Qty	Length	Total Filing Inches	Estimated Pages / Inch	Estimated Pages
8-foot Shelves; Two Rows/Dual Slided 28x4	112	34	3,808	121	460,768
Files stacked on Cabinet			8	121	968
900 files in small boxes(900/9.9)	900	0.1011	91	121	11,011
	Estimated # of Boxes		279	Estimated Total Pages	472,747

Index Criteria
Last Name, First Name, Date, Case Number

Additional Document Characteristics

- 1) Files pertain to criminal records.
- 2) Files are mostly contained in shelves, but some lying loosely and some in small file boxes.
- 3) Files may have staples, paper clips, other fasteners, and post-it notes.

Scope of Service – Source Document Scanning

Terralogic Document Systems will perform the following services in request to ensure the completion of all objectives as outlined:

1. The packing and pickup of the documents from the County. TDS to supply industry standard 15" storage boxes.
2. Inventory of the boxes at the County and comparison against the records. Box inventory to be conducted by PDS / County. TDS to apply standard process labels to each box and intern identify the proper box # and box total in the box.
3. Both TDS and the County to sign off on Box inventory at point of pick up.
4. TDS will load our cargo van for secured transport of the boxes to the TDS document conversion center. Once loaded in the TDS cargo van / truck, the van doors will be locked, and the transport will be non-stop to the conversion center.
5. Receipt of boxes and unloading at our conversion center, box inventory cross check and placement on work in process shelves.
6. Preparation of documents for scanning including removing fastener clips and staples.
7. The scanning of all documents into the TDS imaging system at 300DPI in black and white.
8. The indexing of all records into the TDS imaging system. Actual index for the documents to be as outlined in the evaluation.
9. Documents will not be re-prepared, re-stapled or re-clipped, and but will be placed back into the folders and boxes in the order extracted and scanned.
10. The institution of a quality control system to ensure a) Image Readability, b) Image accessibility and c) indexing accuracy. QC process to ensure a 98% accuracy rate.
11. The extraction of the images from the TDS system in multi-page TIFF format and the subsequent naming of the documents by index criteria.
12. The mastering of an external hard drive with the index and image data. The indices and images will be in industry standard formats that are conducive to importation into the Netdata document management imaging system.
13. The retrieval and emailing of documents as required by the County during the conversion process at no additional cost.
14. All labor to complete the job will be supplied by Terralogic Document Systems.



15. Terralogic Document Systems will utilize trained supervisory staff including a CERTIFIED DOCUMENT IMAGING ARCHITECT to manage the back file conversion project.
16. All conversion and indexing to meet or exceed ANSI and TX State Library standards.
17. The delivery of the hard drive(s) to the County.
18. The delivery of the boxes to the County.



Price Proposal – Source Document Scanning Offsite

Terralogic Document Systems will perform all services as outlined above for the following price:

All Prices quoted per:

Texas DIR#: DIR-CPO-4821
 TIPS Contract# 210101
 TX Buyboard#625-20
 GSA Contract: GS-35F-0118V

OPTION A: Overall cost done at one time

TURNKEY CASE FILE CONVERSION				
Item Number	Description	Qty	Unit Price	Total Cost
PDS-TK-PSCAN	Criminal Case Files - Paper to Image	472,747	\$0.1000	\$47,274.70
PDS-PREP	Page Preparation	472,747	\$0.0195	\$9,218.57
PDS-TK-IMG-PREP 300K-499K	Image Handling and Preparation	1	\$1,446.37	\$1,446.37
PDS-TK-IMG-IMPPROG 300K-499K	Image / Index Import File Creation	1	\$1,446.37	\$1,446.37
OPEN MARKET	Media Mastering - External Hard Drive	1	\$129.00	\$129.00
OPEN MARKET	Boxes (279), Packing, Pickup & Return	1	\$3,915.00	\$3,915.00

TOTAL \$63,430.01



Price Summary Continued...

OPTION B: Job Performed in (4) Phases

TURNKEY CASE FILE CONVERSION - PHASE ONE				
Item Number	Description	Qty	Unit Price	Total Cost
PDS-TK-PSCAN	Criminal Case Files - Paper to Image	118,187	\$0.1100	\$13,000.54
PDS-PREP	Page Preparation	118,187	\$0.0195	\$2,304.64
PDS-TK-IMG-PREP 100K-299K	Image Handling and Preparation	1	\$1,250.91	\$1,250.91
PDS-TK-IMG-PREP 100K-299K	Image / Index Import File Creation	1	\$1,250.91	\$1,250.91
OPEN MARKET	Media Mastering - External Hard Drive	1	\$129.00	\$129.00
OPEN MARKET	Boxes (70), Packing, Pickup & Return P1	1	\$1,875.00	\$1,875.00

TOTAL \$19,811.00

TURNKEY CASE FILE CONVERSION - PHASE TWO				
Item Number	Description	Qty	Unit Price	Total Cost
PDS-TK-PSCAN	Criminal Case Files - Paper to Image	118,187	\$0.1100	\$13,000.54
PDS-PREP	Page Preparation	118,187	\$0.0195	\$2,304.64
PDS-TK-IMG-PREP 100K-299K	Image Handling and Preparation	1	\$1,250.91	\$1,250.91
PDS-TK-IMG-PREP 100K-299K	Image / Index Import File Creation	1	\$1,250.91	\$1,250.91
OPEN MARKET	Media Mastering - External Hard Drive	1	\$129.00	\$129.00
OPEN MARKET	Boxes (70), Packing, Pickup & Return P2	1	\$1,875.00	\$1,875.00

TOTAL \$19,811.00

TURNKEY CASE FILE CONVERSION - PHASE THREE				
Item Number	Description	Qty	Unit Price	Total Cost
PDS-TK-PSCAN	Criminal Case Files - Paper to Image	118,187	\$0.1100	\$13,000.54
PDS-PREP	Page Preparation	118,187	\$0.0195	\$2,304.64
PDS-TK-IMG-PREP 100K-299K	Image Handling and Preparation	1	\$1,250.91	\$1,250.91
PDS-TK-IMG-PREP 100K-299K	Image / Index Import File Creation	1	\$1,250.91	\$1,250.91
OPEN MARKET	Media Mastering - External Hard Drive	1	\$129.00	\$129.00
OPEN MARKET	Boxes (70), Packing, Pickup & Return P3	1	\$1,875.00	\$1,875.00

TOTAL \$19,811.00



Price Summary Continued...

TURNKEY CASE FILE CONVERSION - PHASE FOUR				
Item Number	Description	Qty	Unit Price	Total Cost
PDS-TK-PSCAN	Criminal Case Files - Paper to Image	118,186	\$0.1100	\$13,000.46
PDS-PREP	Page Preparation	118,186	\$0.0195	\$2,304.63
PDS-TK-IMG-PREP 100K-299K	Image Handling and Preparation	1	\$1,250.91	\$1,250.91
PDS-TK-IMG-PREP 100K-299K	Image / Index Import File Creation	1	\$1,250.91	\$1,250.91
OPEN MARKET	Media Mastering - External Hard Drive	1	\$129.00	\$129.00
OPEN MARKET	Boxes (69), Packing, Pickup & Return P4	1	\$1,870.00	\$1,870.00

TOTAL \$19,805.91

Summary

Since 1995, PDS, now known as TDS, has consistently demonstrated abilities to solve a wide variety of document challenges through source document scanning, electronic imaging applications, equipment sales and service and custom software/database applications. Our solutions are customer focused and designed to meet the specific needs of a diverse client base.

As a leader in document imaging products and services in Texas and New Mexico and as proven performers, we are committed to your 100 % satisfaction.

Guarantees and Warranties

Terralogic Document Systems guarantees that this turnkey conversion project will perform as indicated to the full satisfaction of the Hockley County Clerk.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

Terralogic Document Systems

Hockley County Clerk

(Signature)

(Signature)

Matthew Bowman

Sharla Baldrige

(Typed or Printed Name)

(Typed or Printed Name)

President

(Title)

(Title)

Date: 10/18/2022

Date: 11-7-2022

Terralogic Document Systems

El Paso, TX
Albuquerque, NM
Midland, TX
Colorado Springs, CO

800-644-7112 General Inquiries
800-708-8584 Technical Services
support@pdswest.com

TDS Quality Assurance

Our Kodak Document Conversion Center operates under a strict quality plan that ensures that our quality objectives of 100% image availability, 100% image readability and 98% indexing accuracy are met.

Image Availability

Pre scan activities include configuring our high-speed production scanners for advanced text enhancement to ensure the best possible image creation. In addition, we will configure scanner “imprinters” to place a “water mark” on each page during the scanning process. This imprinter acts as our first level of assurance that all your critical data will be captured. Following the initial scan our operator will review the file /pages scanned and ensure that the watermark is seen on every page thereby ensuring 100% image availability.

Image Readability

In addition to checking for the watermark, our scan operator will also examine each image to ensure proper image clarity and readability. If illegible images are found during this first QC pass, they will be compared against the original and either rescanned or marked as best copy available.

Indexing Accuracy

Double key data entry will be implemented on critical index fields to ensure indexing accuracy.

TDS Quality Assurance ...Continued

Following the initial scan and index process, we then implement the following secondary quality assurance processes:

Our process starts with identifying the document population size on a recently scanned and indexed batch. A statistically relevant sample set based on MIL STD 105D is extracted from the population. Page counts (Image Availability) are taken from the imaging system (those that were scanned) and compared to the actual page counts of the hard copy document files. If scanned images are less than 100%, then the missed pages are inserted and the box then enters a 100% inspection phase.

The same process is employed for both image readability and indexing accuracy. For indexing accuracy PDS checks the total available index population. This is calculated by taking the number of index fields in an application and multiplying this number by the document quantity of the sample set. If the total error count in the sample set is greater than 1 %, then the errors are corrected, and the box then enters a 100% inspection and correction phase.

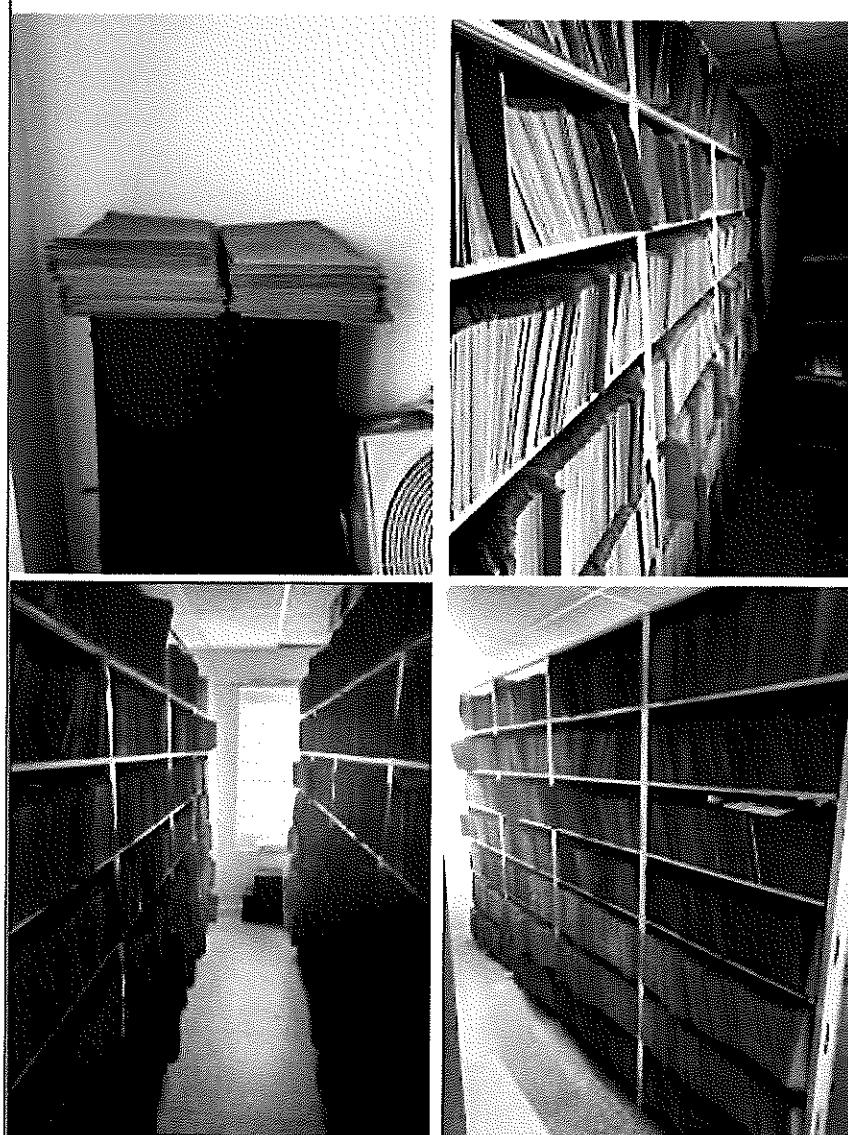
References

TDS Recent Projects

Within the last three years TDS has successfully completed a variety of different document and data conversion projects. These include but are not limited to the following:

Organization	Quantity	Description
County Government	500,000+	Addiction Treatment Program Files
County Government	1,000,000+	Historical Records dating back to 1890
County Government	800,000+	Microform records
City Government	500,000+	Historical City Clerk Records
Medical	1,000,000+	Medical Records
Insurance	2,000,000+	Claim Files
Education	500,000+	Human Resource and HR Records
Court / Judicial	2,000,000+	Court Case Files
County Government	2,000,000+	Digital Image to Microform
Small Business	100,000+	Accounting Files
Government	1,900,000+	Historical Property Records

Survey Area



Survey Area Continued



Motion by Commissioner Graf, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the Import Service Agreement between i3-Bearcat, LLC (NetData Corporation) and Hockley County as submitted by the Hockley County Clerk and the request to use ARPA funds to pay for said Import Service Agreement. As per Order authorizing payment of ARPA funds recorded below.

STATE OF TEXAS
COUNTY OF HOCKLEY

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§
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IN THE COUNTY COURT
OF
HOCKLEY COUNTY, TEXAS

ORDER AUTHORIZING PAYMENT OF ARPA FUNDS

On motion made by Commissioner, Seth Graf and seconded by Commissioner, Tommy Clevenger and unanimously carried, Hockley County Commissioners Court hereby authorizes the payment of \$ 15,000.00 Estimated to 13 Bearcat, LLC (NET Data) at the request of the Hockley County Clerk from ARPA funding for the Import Service Agreement.

SIGNED this 7TH day of November, 2022.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner
Precinct 1

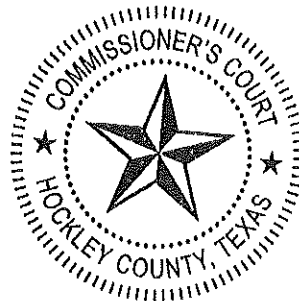
Larry Carter
Larry Carter, Commissioner
Precinct 2

Seth Graf
Seth Graf, Commissioner
Precinct 3

Tommy Clevenger
Tommy Clevenger, Commissioner
Precinct 4

ATTEST:

Jennifer Palermo
Jennifer Palermo, Hockley County Clerk





IMPORT SERVICE AGREEMENT

This Import Service Agreement (this "Agreement" or "ISA") is made and entered into by and between Hockley County, TX (hereinafter referred to as "CLIENT") and i3-Bearcat, LLC (NET Data Corporation) ("NET Data"), with offices at 1110 Enterprise Drive, Sulphur Springs, TX 75482.

WHEREAS, CLIENT desires to engage NET Data from time to time pursuant to one or more ISA Statements of Work (hereinafter referred to as "ISA-SOW") to test, create shell records if necessary and import CLIENT'S digital content, data records, index file and/or shell records collectively known as "Content" into the system located at NET Data's Virtual Hosted System, and

WHEREAS, NET Data is interested in accepting such engagements, subject to the CLIENT'S further agreement of each such Statement of Work, and

WHEREAS, CLIENT understands and agrees that its content includes, but is not limited to, regulated data, and shall be disseminated to NET Data by the CLIENT as per the requirements set forth in all applicable Federal and/or State laws;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, CLIENT and NET Data hereby agree as follows:

1. DEFINITIONS: When used in this Agreement and in each ISA-SOW issued hereunder, the underlined terms listed below shall have the following meanings:

Digital Content is CLIENT'S images, audio recordings and/or video files

Data Record(s) is CLIENT'S uniquely named components called data fields that must exist for the association to CLIENT'S digital content

Index File is a listing of CLIENT'S digital content with the associated data record that the digital content should correspond to

Shell Record(s) is the labor of events in which digital content does not contain a corresponding data record and NET Data develops the corresponding data record for the digital content delivered by CLIENT per the number of shell records required as described in this Agreement

Content is the combination of a data record, digital content, index file and/or shell record

Import/Import Phase(s) is the labor of events in which content is researched, evaluated, tested and uploaded into NET Data's software on behalf of CLIENT'S request and is not defined in terms of content validation, quality or formatting

Additional Import Request(s) is the labor of events in which content has not been uploaded into the described system in this Agreement during the first import of content from each Import Phase after testing has occurred due to non-compliance to the terms and conditions of this Agreement including but not limited to: formatting errors, additional content not described in the ISA-SOW of the Import Phase and/or non-validated content

Governing Body is the governing body that has the authority to exercise governance over an organization or political entity whose authority is to make binding decisions in a given geopolitical system

2. TERMS AND CONDITIONS

The terms of this Agreement shall apply each time the Client engages NET Data to provide Import Services for the content as defined in the Definitions of this Agreement. Prior to the provision of each import service engagement (referred to as "Import Phase") an ISA-SOW as provided in 'SCHEDULE A', shall be completed and executed by both parties to this Agreement of which each ISA-SOW shall be consecutively numbered and annexed hereto. In no event will the ISA-SOW of each Import Phase be deemed by implication or otherwise to exclude any condition described in this Agreement. In the event of a conflict between the terms of the ISA and an ISA-SOW, the terms of these documents will be interpreted according to the following order of precedence: (1) ISA and (2) the ISA-SOW.



2.1 DUTIES IMPOSED ON THE CLIENT

- 2.1.1 CLIENT shall provide content to NET Data in the delivery method described in the ISA-SOW of each Import Phase set forth in specific detail contained within 'Schedule A' of this Agreement.
- 2.1.2 CLIENT shall provide content to NET Data in the formats described in 'Schedule B' of this Agreement or as otherwise mutually agreed upon as described in the additional terms and conditions section of the ISA-SOW per Import Phase.
- 2.1.3 CLIENT shall provide to NET Data a primary contact employed by the CLIENT to work with NET Data for each Import Phase. The primary contact shall be responsible for ensuring the fulfillment of all duties imposed upon the CLIENT as described in this Agreement and the applicable ISA-SOW.
- 2.1.4 CLIENT'S primary contact provided within the ISA-SOW of each Import Phase shall be responsible for the communication of this Agreement's Terms and Conditions, the ISA-SOW, formatting requirements described in 'Schedule B' and any additional agreed upon conditions between NET Data and CLIENT to any third party or other individual the CLIENT chooses to use for the creation of content to be imported as described in this Agreement.
- 2.1.5 CLIENT is responsible for the validation of content provided to NET Data in each Import Phase. Validation methods shall include but are not limited to the accuracy of content as described in the ISA-SOW and formatting of content as described in either the ISA-SOW, or 'Schedule B'. Any content provided to NET Data that has not been validated will be subject to additional import request costs as defined in section 2.2.2 of this Agreement.
- 2.1.6 CLIENT shall correct and/or validate all content for additional import requests as described in section 2.1.5 of this Agreement.
- 2.1.7 CLIENT agrees to deliver test samples and content as described in this Agreement within a reasonable time frame so as not to hinder the operational requirements of either party defined in this Agreement and further agrees that a reasonable time frame includes the time frame set forth in specific detail in the ISA-SOW of each Import Phase.

2.2 DUTIES IMPOSED ON NET DATA

- 2.2.1 NET Data will provide CLIENT 1 Import/Import Phase(s) as defined in this Agreement's definitions at the cost of \$ 15,000 per Import/Import Phase. After such 1 Import(s) or 1 year after the effective date of this Agreement, whichever comes first, the cost is subject to change. If a cost change occurs, it shall be described in the ISA-SOW of the applicable Import Phase. Testing and importing of CLIENT'S content shall not be performed until all monetary funds as described in this section and/or the ISA-SOW of the applicable Import Phase have been received by NET Data.
- 2.2.2 NET Data will provide CLIENT 1 additional import requests as described in this Agreement's definitions at the cost of \$.03 / page per additional import request. After such additional import requests or 1 year after the effective date of this Agreement, whichever comes first, the cost is subject to change. If a cost change occurs, it shall be described in the ISA-SOW of the applicable Import Phase. Testing and importing of CLIENT'S content for additional import requests shall not be performed until all monetary funds as described in this section have been received by NET Data. NET Data agrees to complete import(s) and additional import request(s) within a reasonable time frame so as not to hinder the operational requirements of either party defined in this Agreement and further agrees that a reasonable time frame includes but is not limited to a minimum of 14 days and a maximum of 60 days from the time validated content described within this agreement and the corresponding monetary funds have been received by NET Data or as mutually agreed upon by both parties.



3. WARRANTY DISCLAIMERS:

NET Data makes no warranty that the imported results will meet CLIENT's or any other person's requirements, achieve any intended result, be compatible or work with any software, system or other services, or error free. CLIENT assumes all risks arising out of or associated with importing content, including but not limited to risks of damage to storage, peripherals, software and data from any virus, software, file or other cause associated with access to this application and data. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NET DATA MAKES NO WARRANTY, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. NET DATA DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. LIMITATION OF LIABILITY:

IN NO EVENT WILL NET DATA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY CAUSE RELATING TO CLIENT'S ACCESS TO OR USE OF THE DATA,

5. AUTHORIZATION:

All parties agree that this Agreement must be authorized by the governing body of each party to the Agreement.

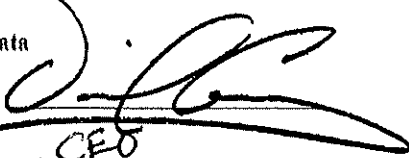
IN WITNESS WHERE OF, this Agreement shall be effective as of the date upon which both parties being fully authorized have signed below.

NET Data

By:

Title:

Date:


CEO

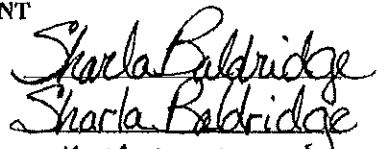
11-10-2022

CLIENT

By:

Title:

Date:


Sharla Baldrige

11-7-2022

PUBLIC SECTOR

SCHEDULE A

ISA-SOW NO. 01

This Schedule A, ISA-SOW, is issued pursuant to and incorporates herein, the IMPORT SERVICE AGREEMENT between CLIENT and NET Data.

CLIENT'S PRIMARY CONTACT:

TIME FRAME AND COST:

Name: Jennifer Palermo

Start Date: TBD

Number: 808-894-3186

Completion Date: TBD

Email: jpalamo@hockleycounty.org

Cost of Import/Additional Import Cost: \$.03 per page / \$.03 per page

Test Samples:

Test samples shall be provided by CLIENT for each content described below in the required format as described in section 2.1.4 of the ISA agreement. Content provided in the test samples shall be validated by CLIENT as described in section 2.1.5 of the ISA agreement. Test samples shall be delivered to NET Data in the described delivery method in this ISA-SOW within 60 days from the start of this ISA-SOW.

Delivery Method of Content: TBD between parties - Typically County will provide on-prem system with NET Data granted access to work the images that are located at the county's site and migrate them to the hosted platform. If this will take too long we may request a copy of the images be shipped to NET Data for import which will then be returned upon completion.

Description of Content:

Complete the description and appropriate fields for each content type below. Note: Un-Validated data is subject to additional import request costs as defined in section 2.1.5 and 2.2.2 of the ISA Agreement.

Content Type	Total # of Files	Total # of Records	Total # of Pages	Description of Content
Data Records				
Index Files				
Images			500,000	Shucks Import into case records
Audio				
Video				

Total # of required shell records for:

Images: 500,000

Audio: _____

Video: _____

ADDITIONAL TERMS AND CONDITIONS: This is a quote only and a final agreement will be created once we have finalization of the numbers. Pricing for 500,000 - 500,000 records is rated at .03 per page which includes creation of shell records where needed. Pricing minimum for any import is \$5,000.00.

IN WITNESS WHERE OF, this Agreement shall be effective as of the date upon which both parties being fully authorized have signed below.

NET Data

By: 

Title: CEO

Date: 11-10-2022

CLIENT

By: 

Title: Hockley County Judge

Date: 11-7-2022



SCHEDULE B – SELECT IMPORT TYPE

Select the appropriate Import Type Below:

Select the file Import Type(s) with a X	Import Type	Description of Import Type	Associated Schedule
	A.	Case Image Scanning and Index Requirements	Schedule B - Type A
	A.1	Case Image Scanning and Index Shell Record	Schedule B - Type A.1
	B	Records Index and Image Scanning and Index Requirements	Schedule B - Type B
	B.1	Records Index and Image Scanning Shell Record	Schedule B -- Type B.1



SCHEDULE B - Type A
Case Image Scanning and Index Requirements

Image name:

<u>Position</u>	<u>Field</u>	<u>Type</u>
1-10	Unique Document ID	Numeric
11-20	Case Number	Alpha Num
21-28	Date (yyyymmdd)	Alpha Num

Images will end with Tiff extension and be compression level 4.

Images must be multi page Tiffs. i.e. 1234567890PR2222222219910804.TIF

Index File Layout:

<u>Position</u>	<u>Field</u>	<u>Type</u>	<u>Fill/Justification</u>
1-10	Unique Document ID	Numeric	0/Right
11-20	Case Number	Alpha Num	Blank/right
21-28	Date (yyyymmdd)	Numeric	
29-78	Document Description	Alpha Num	Blank/left
79-82	Volume	Numeric	Blank/right
83-86	Page	Numeric	Blank/right
87-91	Num Pages	Numeric	Blank/right

Data files will be TXT files with no delimiters. Index file name will be **CASE.TXT**.

Unique Document ID is a numeric id used to make the index record unique and is supplied by the scanning company.



SCHEDULE B - Type A.1

Case Image Scanning and Index Requirements To Build Associated Shell Cases, If Required

The type of case that includes criminal, civil, juvenile, or adoption - separated into definable groups.

<i>Position</i>	<i>Field</i>	<i>Type</i>	<i>Fill/Justification</i>
1-10	Case Number (<i>Unique</i>)	Alpha Num	Blank/right
11-40	Primary Defendant's Name *	Alpha Num	Blank/left
41-70	Primary Plaintiff's Name * (Civil Cases)	Alpha Num	Blank/left
71-78	Date the Case was Filed (yyyymmdd)	Numeric	
79-86	Date the Case was Disposed (yyyymmdd)	Numeric	
87-94	Date the Document was Filed (yyyymmdd)	Numeric	
95-194	Description of Document	Alpha Num	Blank/left

*If the name is the name of a person, this should be last name comma first name.
Company names should not include any commas.



SCHEDULE B – Type B

Records Indexing Image Scanning and Indexing Requirements

Image name:

<i>Position</i>	<i>Field</i>	<i>Type</i>
1-2	Book	Alpha Num
3-6	Volume	Alpha Num
7-10	Page	Alpha Num
11-14	Num Pages	Alpha Num

Images will end with Tiff extension and be compression level 4.
 Images must be multi page Tiffs. i.e. ORI11122223333.TIF

Index File Layout:

<i>Position</i>	<i>Field</i>	<i>Type</i>	<i>Fill/Justification</i>
1-9	Unique Document ID	Numeric	0/Right
10-11	Book	Alpha Num	Blank/left
12-15	Volume	Alpha Num	Blank/left
16-19	Page	Alpha Num	Blank/left
20-29	Document Type Code	Alpha Num	Blank/left
30-31		Alpha Num	Blank/left
32-39	Filed Date	Date	yyyymmdd
40-43	Doc Page Count	Numeric	0/Right
44-48	Lot	Alpha Num	Blank/left
49-53	Block	Alpha Num	Blank/left
54-63	Subdivision	Alpha Num	Blank/left
64-71	Plat	Alpha Num	Blank/left
72-111	Property Descript 1	Alpha Num	Blank/left
112-151	Property Descript 2	Alpha Num	Blank/left
152-159	Instrument Number	Alpha Num	Blank/left
160-167	Instrument date	Date	yyyymmdd

Data files will be TXT files with no delimiters. Index file name will be **INST.TXT**.



Unique Document ID Is a numeric id used to make the index record unique and is supplied by the scanning company.

SCHEDULE B – Type B.1

Records Indexing Image Scanning and Indexing Requirements

To Build Associated Shell Cases, If Required

Grantor/Grantee File Layout:

<i>Position</i>	<i>Field</i>	<i>Type</i>	<i>Fill/Justification</i>
1-9	Unique Document ID	Numeric	0/Right
10-16	Type	Alpha Num	Blank/left
17-77	Name	Alpha Num	Blank/left

Data files will be TXT files with no delimiters. Grantor/Grantee file name will be **NAME.TXT**.

Type in the Name file will be populated as **GRANTOR** or **GRANTEE**.

Unique Document ID Is a numeric id used to make the index record unique and is supplied by the scanning company.



Image Scanning and Indexing Requirements

Image name:

<i>Position</i>	<i>Field</i>	<i>Type</i>
1-2	Book	Alpha Num
3-6	Volume	Alpha Num
7-10	Page	Alpha Num
11-14	Num Pages	Alpha Num

Images will end with TIF extension and be compression level 4.

Images must be multi page Tiffs. i.e OR111122223333.TIF

The fields must be right justified and zero filled, i.e a volume 'A-4' in a record must be '0A-4' in the TIFF name and in the Index record created for that image.

Index File Layout:

<i>Position</i>	<i>Field</i>	<i>Type</i>	<i>Fill/Justification</i>
1-9	Unique Document ID	Numeric	0/Right
10-11	Book	Alpha Num	Blank/left
12-15	Volume	Alpha Num	0/Right
16-19	Page	Alpha Num	0/Right
20-29	Document Type Code	Alpha Num	Blank/left
30-31		Alpha Num	Blank/left
32-39	Filed Date	Alpha Num	yyyymmdd
40-43	Doc Page Count	Alpha Num	0/Right
44-48	Lot	Alpha Num	Blank/left
49-53	Block	Alpha Num	Blank/left
54-63	Subdivision	Alpha Num	Blank/left
64-71	Plat	Alpha Num	Blank/left
72-111	Property Descript 1	Alpha Num	Blank/left
112-151	Property Descript 2	Alpha Num	Blank/left
152-159	Instrument Number	Alpha Num	Blank/left
160-167	Instrument date	Alpha Num	yyyymmdd

Grantor/Grantee File Layout:

<i>Position</i>	<i>Field</i>	<i>Type</i>	<i>Fill/Justification</i>
1-9	Unique Document ID	Numeric	0/Right
10-16	Type	Alpha Num	Blank/left
17-77	Name	Alpha Num	Blank/left

Data files will be TXT files with no delimiters. Index file name will be **INST.TXT** and the Grantor/Grantee file name will be **NAME.TXT**.

Type in the Name file will be populated as **GRANTOR** or **GRANTEE** and is the designation for that person or entity.

Unique Document ID Is a numeric id used to make the index record unique and is supplied by the scanning company.

The unique document ID in the index record must match the unique document ID in the grantor/grantee record. It is a one to many relationship. The unique document ID is the way we link grantors and grantees with the index record. Also, the book, volume, page and number of pages in the index record must match the name of the associated TIFF file. The book, volume, page and number of pages is the way we link images up with the corresponding index record. That's why the type and length of these fields are the same.

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved ARPA funds to pay for the purchase of Lots 7 and 8, Block 31, Original Town of Levelland, Hockley County, Texas also known as 702 Ave H, Levelland, Hockley County, Texas and authorize the County Judge to execute all closing documents. As per Order Authorizing payment of ARPA funds recorded below.

STATE OF TEXAS
COUNTY OF HOCKLEY

§
§
§

IN THE COUNTY COURT
OF
HOCKLEY COUNTY, TEXAS

ORDER AUTHORIZING PAYMENT OF ARPA FUNDS

On motion made by Commissioner, Larry Carter and seconded by Commissioner, Tommy Clevenger and unanimously carried, Hockley County Commissioners Court hereby authorizes the cost for purchase of the property known as **Lots 7 and 8, Block 31, Original Town of Levelland, Hockley County, Texas also known as 702 Ave. H, Levelland, Hockley County, Texas** from ARPA funding.

SIGNED this 7TH day of November, 2022.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner
Precinct 1

Larry Carter
Larry Carter, Commissioner
Precinct 2

Seth Graf
Seth Graf, Commissioner
Precinct 3

Tommy Clevenger
Tommy Clevenger, Commissioner
Precinct 4

ATTEST:
Jennifer Palermo
Jennifer Palermo, Hockley County Clerk



Motion by Commissioner Carter, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved images for the eight Mosaic handrails to be installed around the courthouse perimeter.

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved a Tax Deed for Lot Ten (10), Block Eighty-three (83), of the Original Town of Levelland, Hockley County, Texas (R5033) to be purchased by Vicente Saenz and Perla Saenz for \$1,001.00. As per Tax Deed recorded below.

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

TAX DEED

STATE OF TEXAS §

§

COUNTY OF HOCKLEY §

WHEREAS, by a Warrant issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX22062967 styled City of Levelland, et al, vs. Owners of Various Properties Located Within the City Limits of Levelland, Texas, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a warrant rendered in said cause on the 24th day of June, 2022, in favor of the Plaintiffs.

WHEREAS, in obedience to said Warrant, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 24th day of June, 2022 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **ONE THOUSAND ONE DOLLARS AND 00/100 (\$1,001.00)**, said amount being the highest and best offer received from **Vicente Saenz and Perla Saenz, 1102 Sherman Ave, Apt 11, Levelland, Texas 79336**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Ten (10), in Block Eighty-three (83), of the Original Town of Levelland, Hockley County, Texas (R5033)

WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within 90 days after expiration of the redemption period. An affidavit stating that the condition has been fulfilled recorded within 90 days after expiration of the redemption period, if not contradicted by a recorded statement filed within the same 90 days, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

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

Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Vicente Saenz and Perla Saenz, 1102 Sherman Ave, Apt 11, Levelland, Texas 79336 (R5033)

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

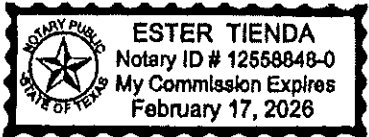
This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Vicente Saenz
Vicente Saenz
Perla Saenz
Perla Saenz

This instrument was acknowledged before me on the 18th day of November, 2022, by Vicente Saenz & Perla Saenz

Esther Tienda
Notary Public, State of Texas
This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF LEVELLAND



By: _____
Barbara Pinner, Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Barbara Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Notary Public, State of Texas

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF LEVELLAND

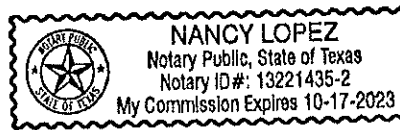
By: Barbra Pinner
Barbra Pinner, Mayor

ATTEST:

Andreoli Corley
City Secretary

This instrument was acknowledged before me on the 8th day of November, 2022 by Barbra Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez
Notary Public, State of Texas



HOCKLEY COUNTY

By: Sharla Baldrige
Sharla Baldrige, County Judge

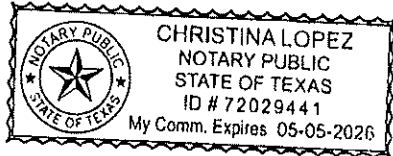


ATTEST:

Jennifer Palermo
County Clerk

This instrument was acknowledged before me on the 7th day of November, 2022, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez
Notary Public, State of Texas



Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Vicente Saenz and Perla Saenz, 1102 Sherman Ave, Apt 11, Levelland, Texas 79336 (R5033)

LEVELLAND INDEPENDENT SCHOOL DISTRICT

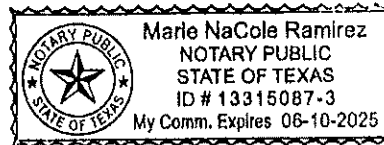
By: Carrie Ellis
Carrie Ellis, Board President

ATTEST:

Israa Patten
Board Secretary

This instrument was acknowledged before me on the 17th day of November, 2022 by Carrie Ellis, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Marie NaCole Ramirez
Notary Public, State of Texas



SOUTH PLAINS JR. COLLEGE

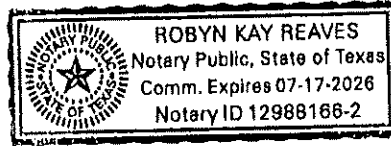
By: Mike Box
Mike Box, Chairman of Board of Regents

ATTEST:

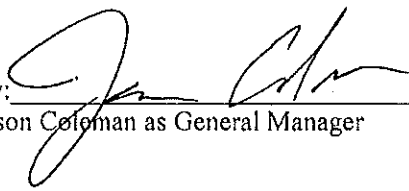
[Signature]
Secretary

This instrument was acknowledged before me on the 10 day of November, 2022 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

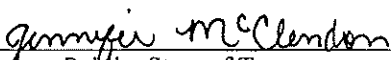
[Signature]
Notary Public, State of Texas

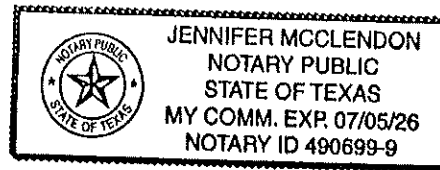


HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

By: 
Jason Coleman as General Manager

This instrument was acknowledged before me on the 1st day of November 2022, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.


Notary Public, State of Texas



Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes No, that Commissioners Court a Tax Deed for Lot Twenty-three (23), Block Two Hundred Eight (208), Seventh Addition to the City of Levelland, Hockley County, Texas (R7323) to be purchased by Vicente Saenz and Perla Saenz for \$3,000.00 As per Tax Deed recorded below.

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

TAX DEED

STATE OF TEXAS §

§

COUNTY OF HOCKLEY §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX17042868 styled Hockley County, et al, vs. Cruz, Emilia, et al, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 5th day of May, 2022, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 5th day of May, 2022 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **THREE THOUSAND DOLLARS AND 00/100 (\$3,000.00)**, said amount being the highest and best offer received from **Vicente Saenz and Perla Saenz, 1102 Sherman Ave, Apt 11, Levelland, Texas 79336**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Twenty-Three (23), Block Two Hundred Eight (208), Seventh Addition to the City of Levelland, Hockley County, Texas (R7323)

WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within 90 days after expiration of the redemption period. An affidavit stating that the condition has been fulfilled recorded within 90 days after expiration of the redemption period, if not contradicted by a recorded statement filed within the same 90 days, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Vicente Saenz and Perla Saenz, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of 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 entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

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

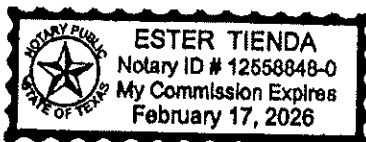
Vicente Saenz
Vicente Saenz
Perla Saenz
Perla Saenz

This instrument was acknowledged before me on the 1st day of November, 2022 by Vicente Saenz & Perla Saenz.

Esther Tienda
Notary Public, State of Texas

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF LEVELLAND



By: _____
Barbara Pinner, Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Barbara Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Notary Public, State of Texas

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF LEVELLAND

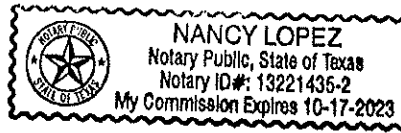
By: Barbra Pinner
Barbra Pinner, Mayor

ATTEST:

Andre M Corley
City Secretary

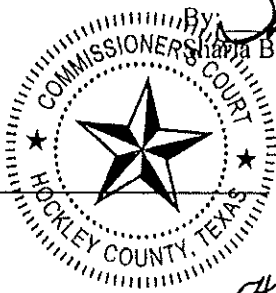
This instrument was acknowledged before me on the 8 day of November, 2022, by Barbra Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez
Notary Public, State of Texas



HOCKLEY COUNTY

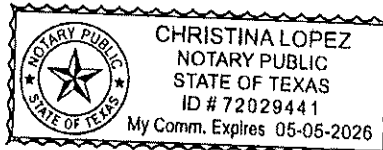
By: Sharla Baldrige
Sharla Baldrige, County Judge



ATTEST:
Jennifer Palermo
County Clerk

This instrument was acknowledged before me on the 7th day of November 2022, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez
Notary Public, State of Texas



LEVELLAND INDEPENDENT SCHOOL DISTRICT

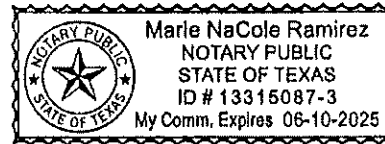
By: Carrie Ellis
Carrie Ellis, Board President

ATTEST:

Arwa Patten
Board Secretary

This instrument was acknowledged before me on the 17th day of November, 2022, by Carrie Ellis, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Marie NaCole Ramirez
Notary Public, State of Texas



SOUTH PLAINS JR. COLLEGE

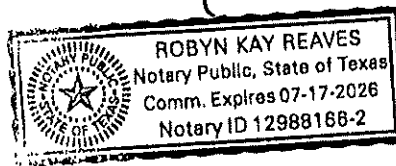
By: Mike Box
Mike Box, Chairman of Board of Regents

ATTEST:

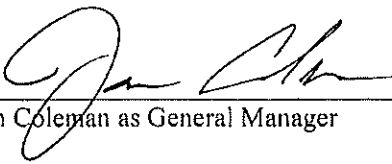
[Signature]
Secretary

This instrument was acknowledged before me on the 10 day of November, 2022 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

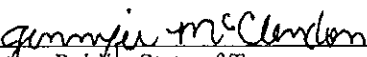
[Signature]
Notary Public, State of Texas

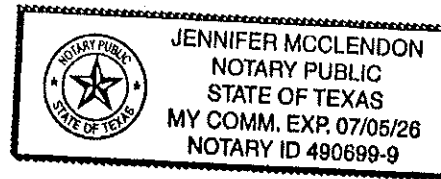


HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

By: 
Jason Coleman as General Manager

This instrument was acknowledged before me on the 10th day of November, 2022, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.


Notary Public, State of Texas



Motion by Commissioner Graf, second by Commissioner Carter 4 votes yes, 0 votes no, that Commissioners Court approved a Tax Deed for Lot (2), Block ninety one (91), Original Town of Levelland, Hockley County, Texas (R10306) to be purchased by Waymon Jackson for \$2,605.00. As per Tax Deed recorded below. As per Tax Deed recorded below.

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

TAX DEED

STATE OF TEXAS §

§

COUNTY OF HOCKLEY §

WHEREAS, by a Warrant issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX22062967 styled City of Levelland, et al, vs. Owners of Various Properties Located Within the City Limits of Levelland, Texas, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a warrant rendered in said cause on the 24th day of June, 2022, in favor of the Plaintiffs.

WHEREAS, in obedience to said Warrant, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 24th day of June, 2022 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **TWO THOUSAND SIX HUNDRED FIVE DOLLARS AND 00/100 (\$2,605.00)**, said amount being the highest and best offer received from **Waymon Jackson, 2024 Rice Dr, Levelland, Texas 79336**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Two (2), in Block Ninety-One (91), of the Original Town of Levelland, Hockley County, Texas (R10306)

7

WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within 90 days after expiration of the redemption period. An affidavit stating that the condition has been fulfilled recorded within 90 days after expiration of the redemption period, if not contradicted by a recorded statement filed within the same 90 days, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

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

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

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

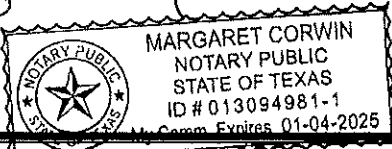
Waymon Jackson

Waymon Jackson

This instrument was acknowledged before me on the 29 day of December, 2022, by Margaret Corwin and Waymon Jackson.

Margaret Corwin

Notary Public, State of Texas



This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF LEVELLAND

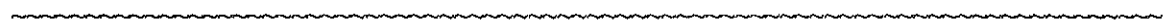
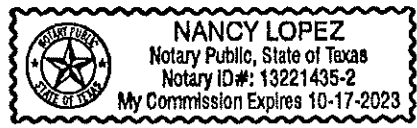
By: Barbra Pinner
Barbra Pinner, Mayor

ATTEST:

Andrea M. Corley
City Secretary

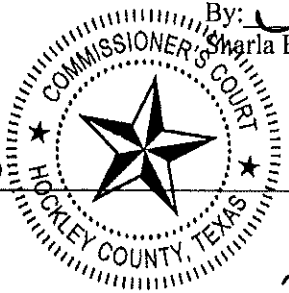
This instrument was acknowledged before me on the 8th day of November, 2022, by Barbra Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez
Notary Public, State of Texas



HOCKLEY COUNTY

By: Sharla Baldrige
Sharla Baldrige, County Judge

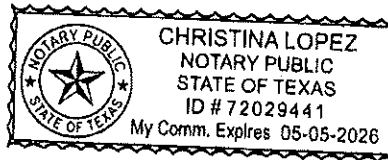


ATTEST:

Jennifer Palermo
County Clerk

This instrument was acknowledged before me on the 7th day of November, 2022, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez
Notary Public, State of Texas



LEVELLAND INDEPENDENT SCHOOL DISTRICT

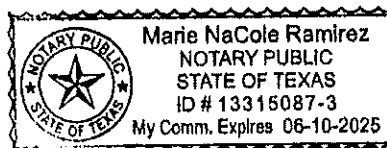
By: Carrie Ellis
Carrie Ellis, Board President

ATTEST:

Julia Patten
Board Secretary

This instrument was acknowledged before me on the 17th day of November, 2022, by Carrie Ellis, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Marie NaCole Ramirez
Notary Public, State of Texas



SOUTH PLAINS JR. COLLEGE

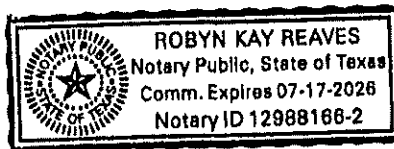
By: Mike Box
Mike Box, Chairman of Board of Regents

ATTEST:

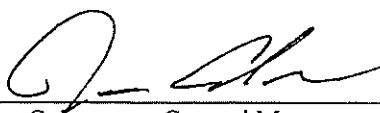
[Signature]
Secretary

This instrument was acknowledged before me on the 10 day of November 2022 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

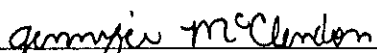
[Signature]
Notary Public, State of Texas

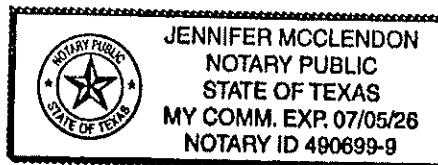


HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

By: 
Jason Coleman as General Manager

This instrument was acknowledged before me on the 1st day of November, 2022 by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.


Notary Public, State of Texas



Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the Plat of Lots 6 through 31, Cotton Country Estates a subdivision of Tract 23, and part of Tract 25, Ropesville Farm project, Hockley County, Texas located in Precinct 1. As per plat recorded in Cabinet B Slide 55.

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that commissioners court approved the Purple Wave Auction Internet Auction Agreement Terms and Conditions concerning items listed on Exhibit 1 of the Property list attached to said agreement. As per Purple wave Auction Agreement recorded below.



INTERNET AUCTION AGREEMENT

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, www.purplewave.com, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1 (or any other Property made available to Auctioneer for sale on a subsequent Property list) as set forth below:

Auction Date(s) / Title: 221206Gov

SELLER INFORMATION

Customer No. (if known): 220452 Segment/Industry: Government

Company Name: Hockley County, TX

Representative Name: Sharla Baldrige Representative Title: County Judge

Street: 802 Houston St

City: Levelland State: TX ZIP: 79336

Phone: 8068933339 Alt. Phone: 8068946856 Email: sbaldrige@hockleycounty.org

SETTLEMENT: Auctioneer will distribute Auction Proceeds to Seller within 15 business days of the Auction date as instructed by the Seller in the Settlement Payment Instructions.

SELLER FEES: Seller will pay a listing fee of \$100 per lot. If applicable, Seller will also pay a service fee(s) of 0 % of the winning bid(s). Other Listing Fee Waived

Internal Use Only
G

ENCUMBRANCES: Does any of the Property have a lien filed against it (or a secured line of credit)? No Yes (If Yes, list below)

Lending Institution	Lender Contact	Phone

Seller has listed all known encumbrances above and authorizes the Auctioneer to work directly with the encumbering party to clear the encumbrance. Auctioneer, at its discretion, may perform title, lien, or UCC searches to confirm encumbrance status on the Property or Seller. Seller owns and has the authority to sell the Property without consent of any third party and without condition except as noted above. Seller will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction. Seller agrees to defend and indemnify the Auctioneer for any claim made against the Property if a third party claims to have any interest in the Property.

The Seller has a recent, current, or pending bankruptcy, lawsuit, tax lien, SBA Covid-19 EIDL loan, or any other circumstance that could result in another party making a claim against the Property or the Auction Proceeds. Yes No

SIGNATURES: The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1, Listing Sheets, updated Property List, Settlement Payment Instructions or other addendums, if any, is the whole agreement between the parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. Seller's representative below has authority to commit the Seller contractually and agrees to the Agreement including the Terms & Conditions on Page 2.

Seller:	<u>Sharla Baldrige</u>	<u>Sharla Baldrige</u>	<u>Hockley County Judge</u>	<u>11 / 07 / 2022</u>
	<i>Signature</i>	<i>Printed</i>	<i>Title</i>	<i>Date</i>
Auctioneer:	<u>Dray Sikes</u>	<u>Dray Sikes</u>		<u>11 / 07 / 2022</u>
	<i>Signature</i>	<i>Printed</i>	<i>Title</i>	<i>Date</i>

Internet Auction Agreement Terms and Conditions

THE AUCTIONEER WILL DO THE FOLLOWING:

1. Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
2. Use best efforts to qualify bidders and collect payments
3. Collect and remit sales taxes according to state regulations
4. Coordinate transfer of title between Seller and Buyer
5. Send Auction Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
6. Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

EXCLUSIVE LISTING Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

USE OF WEBSITE The Property will sell in an Internet-only auction on Auctioneer's website www.purplewave.com. The Auctioneer will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

TITLES Seller authorizes Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction including bills of sale, titles, or requests for duplicate titles.

RIGHT TO POSTPONE In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

PROPERTY CONDITION The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder.

UNRESERVED AUCTION The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer.

THE SELLER WILL DO THE FOLLOWING:

1. Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
2. Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
3. Ensure Property has no encumbrances/liens prior to Auction
4. Provide transferable title or ownership documentation
5. Report to Auctioneer promptly missing or incorrect information on www.purplewave.com or auction advertising
6. Refrain from shill-bidding (bidding on your own assets)
7. Release Property to Buyers providing 'paid-in-full' invoice

SHILL BIDDING PROHIBITED It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Fees and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

COLLECTIONS Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

COMPENSATION Seller agrees to pay Auctioneer the Seller Fees previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer may collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

RELEASE TO BUYERS Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

NON-DISPARAGEMENT Seller agrees not to disparage Auctioneer, its employees or agents, in any way, through verbal, written, or digital formats. The non-disparagement includes, but is not limited to, negative Google reviews, reviews on other websites, and public or private comments on any social media platforms. To the extent allowed by law, Seller agrees to reimburse Auctioneer's attorney fees, costs, and damages for any violation of this non-disparagement provision. Seller authorizes immediate removal from any platform in the event this paragraph is violated.

JURISDICTION This Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.

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EXHIBIT 1 PROPERTY LIST

Seller: Sharla Baldrige Customer Number: 220452

This Exhibit 1 established the assets that will be auctioned under the terms and conditions of the attached Auction Agreement and includes by reference any other assets the Seller makes available to the Auctioneer for sale, included on any subsequent or updated Property List, and posted for bidding on the purplewave.com website.

Description of asset(s)	Additions
<i>Example: Cat D8R dozer</i>	<i>Example: Cat D8R dozer</i>
Revised	
2014 Chev Pickup04965	
2009 Ford Pickup95856	
2009 Ford Pickup52038	
2006 Chev Pickup83237	
2006 Chevy Pickup93750	
2 sets of Livestock Panels	
1 Priefert Rodeo Chute	
1 W-W Rodeo Chute	

You will provide a separate list of assets to be consigned as Exhibit 1.

Seller Signature: Sharla Baldrige Date 11 / 07 / 2022

Review of the October, 2022 fire runs as submitted by the City of Levelland.

2022349 0 10/15/2022 13:20611 - Dispatched & canceled en route

Address: Intersection of S FM 168 & E STATE HIGH WAY114, HOCKLEY CO, TX

of Personnel: 7 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 3 **Total Call Duration: 00:13:00**

WE WERE REQUESTED BY EMS TO RESPOND TO A VEHICLE ACCIDENT ON 114 IN SMYER. SMYER UNITS WERE OUT AND UPON ARRIVAL OF C-1 ON SCENE, WE WERE ADVISED EVERYONE WAS OUT OF THE VEHICLES, SMYER WAS THERE, AND WE COULD CANCEL OUT RESPONSE.

2022347 0 10/13/2022 10:05350 - Extrication, rescue, other

Address: 1800 N US HIGHWAY 385, HOCKLEY CO, TX 79336

of Personnel: 9 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 5 **Total Call Duration: 03:11:00**

LEVELLAND FIRE DEPARTMENT RECEIVED CALL IN REFERENCE TO A MOTOR VEHICLE ACCIDENT IN FRONT OF 1846 NORTH HIGHWAY 385. LEVELLAND EMS AND SHERIFF'S OFFICE DEPUTIES ALSO DISPATCHED. UNITS C1, R4, AND E8 RESPONDED TO LOCATION. WHILE EN ROUTE, LEVELLAND EMS REQUESTED AEROCARE TO RESPOND. UPON ARRIVAL, FIRE PERSONNEL ASSISTED EMS WITH 2 PATIENTS. ONE VEHICLE OCCUPANT WAS FOUND TO BE ON THE HIGHWAY PAVEMENT, APNEIC AND PULSELESS. REMAINING FIRE PERSONNEL ASSISTED IN SETTING UP A SAFE LANDING ZONE ON THE HIGHWAY, ON THE NORTH SIDE OF ACCIDENT SCENE. NO EXTRICATION HAD TO BE PERFORMED BY FIRE PERSONNEL. 2 PATIENTS WERE TRANSPORTED BY LEVELLAND EMS. FIRE PERSONNEL REMAINED ON SCENE TO ASSIST IN KEEPING ROADWAY SAFE FOR LAW ENFORCEMENT INVESTIGATORS. ONCE LAW ENFORCEMENT RELEASED FIRE FROM SCENE, ALL FIRE UNITS RETURNED TO STATION. NO FURTHER AT THIS TIME. *****EOR*****

2022338 0 10/2/2022 03:00 622 - No incident found on arrival at dispatch address

Address: Intersection of FM 3261 & E STATE HIGHWAY 114, HOCKLEY CO, TX

of Personnel: 5 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 4 **Total Call Duration: 00:40:00**

LEVELLAND FIRE DEPARTMENT RECEIVED CALL IN REFERENCE TO A ONE-VEHICLE ROLLOVER AT THE INTERSECTION OF HIGHWAY 114 & FM 3261. DISPATCH STATED OCCUPANT WAS TRAPPED INSIDE OF VEHICLE. UNITS C1 AND E8 RESPONDED TO LOCATION. WHILE EN ROUTE, EMS UNIT ADVISED NO VEHICLE ACCIDENT WAS FOUND AT THE INTERSECTION. C1 AND E8 ASSISTED IN CHECKING A LARGE AREA NEAR THE INTERSECTION AND WAS UNABLE TO LOCATE ANY MOTOR VEHICLE ACCIDENT. UNITS BACK IN SERVICE. NO

FURTHER AT THIS TIME, *****EOR*****

Total Number of Incidents in this District: 6

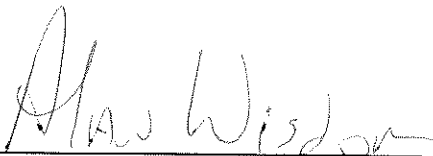
Grand Total Call Duration: 0 Days, 07:0

Report Filter Settings


Report Name: County Monthly by Date - with Narrative
Filter Name: Date Range, District, and Incident Type Code
Filter Expression: (Not Is Null [IncidentNumber]) And ([AlarmDateTime] is between '10/1/2022 00:00' and '10/31/2022 23:59') And ([DistrictID] equals '2 - 2')

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

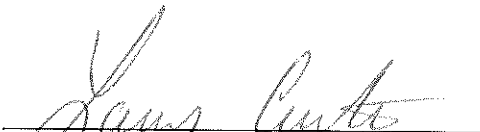
The foregoing Minutes of a Commissioner's Court meeting held on the 7th day of November, A. D. 2022, was examined by me and approved.




Commissioner, Precinct No. 1



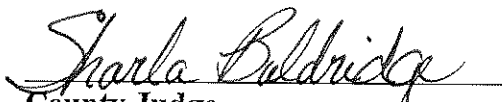
Commissioner, Precinct No. 3




Commissioner, Precinct No. 2



Commissioner, Precinct No. 4



County Judge



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

