

**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 Monday, the 6th day of March, 2023 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, February 27, 2023.
2. Consider for approval all monthly bills and claims submitted to the Court and dated through March 6, 2023.
3. Presentation of press release and certificate from the Texas Association of Counties Risk Management Pool for zero lost time concerning the Workers' Compensation Program.
4. Hear the monthly Public Assistance report.
5. Discussion and potential action regarding the use of inmate phone funds to purchase four (4) laptops for the Sheriff's Office.
6. Consider and take necessary action to accept the 2022 Racial Profiling Report related to motor vehicle stop data collected by the Hockley County Sheriff's Office.
7. Review the February 2023 fire runs as submitted by the City of Levelland.
8. Consider and take necessary action to approve the Earnest Money Contract for Tract One: Lots 1 and 2, Block 32, Original Town of Levelland, Hockley County, Texas, more commonly known as 824 Austin Street; and Tract two: Lots 9 and 10, Block 31, Original Town of Levelland, Hockley County, Texas, more commonly known as 706 and 708 Ave. H, to be purchased with American Rescue Plan Act (ARPA) funds.
9. Discussion and potential action to approve Subdivision Participation and Release Forms concerning opioid settlements with CVS, Allergan, Walmart and Walgreens.
10. Consider and take necessary action to award the bid for one (1) 2022 or newer 2-ton dump truck, with no trade in, for use in Precinct 4, to be delivered within 90 days.
11. Consider and take necessary to approve the elections security quotes as submitted by the Elections Administrator.

Filed for Record
at _____ o'clock _____ M.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

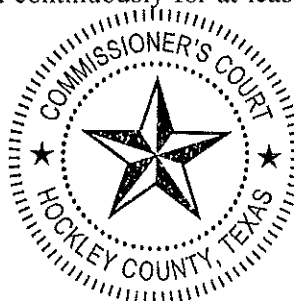
MAR 02 2023

Jennifer Palermo
County Clerk, Hockley County, Texas

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 2nd day of March, 2023, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 2nd day of March, 2023.

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

MARCH 6, 2023

Be it remembered that on this the 6th day of MARCH A.D. 2023, 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:

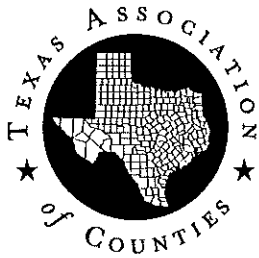
Sharla Baldridge	County Judge
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

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 Graf, 4 votes yes, 0 votes no, that the minutes of a Special Meeting held at 9:00 a.m. on Monday, February 27, 2023, A.D., be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through March 6, 2023, A.D. be approved and stand as read.

Presentation of press release and certificate from the Texas Association of Counties Risk Management Pool for zero lost time concerning the Worker's Compensation Program.



PRESS RELEASE

1210 San Antonio • Austin, TX 78701 • P.O. Box 2131 • Austin, TX 78768-2131
512-478-8753 • 800-456-5974 • 512-478-0519 FAX

FOR RELEASE
February 15, 2023

CONTACT: JODY SEABORN
jodys@county.org

Hockley County Earns Zero Lost Time Safety Award from TAC Risk Management Pool

AUSTIN — Hockley County has earned a 2022 Zero Lost Time Safety Award from the Texas Association of Counties Risk Management Pool (TAC RMP) for its record of no lost workdays during the 2022 coverage year.

Through its commitment to safe practices among county employees, Hockley County works to reduce employee injuries and obtain substantial savings for taxpayers by minimizing workers' compensation costs.

A total of 114 TAC RMP members participating in the Workers' Compensation Program qualified to receive this award in 2022.

Governed by a board of county officials, TAC RMP has provided counties with protection against risks and liabilities for almost 50 years. TAC RMP's risk control programs and services, delivered to more than 414 members, help Texas counties promote safety and save tax dollars.

- End -



Texas Association of Counties Risk Management Pool

WORKERS' COMPENSATION PROGRAM

Recognizes

Hockley County

Zero Lost Time

2022



TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL

Hear monthly public assistance report from Cara Phelan for February 2023.

HOCKLEY COUNTY PUBLIC ASSISTANCE

Dispositions of Applications and Request for Payment

FEBRUARY 2023

Hockley County Public Assistance Administrator, Cara Phelan, presents the following requests for financial assistance to the Hockley County Commissioner's Court

SUMMARY OF APPROVED ASSISTANCE REQUESTS

APPLICANT'S NAME	PHYSICAL ADDRESS	ASSISTANCE REQUEST	AMOUNT APPROVED
Duncan, Beatrice	205 Oak, Levelland	UTILITY	\$75.00
Hall, Ricky	207 Peach, Levelland	UTILITY	\$75.00
Hensley, Stephanie	903 S Alamo Rd Apt 8, Levelland	UTILITY	\$75.00
Kittridge, Leanne	1837 Avenue I, Levelland	RENT	\$150.00
Long, Brandy	118 Leon Rd Smyer	UTILITY	\$75.00
Morin, Zoey	203 Maple, Levelland	RENT	\$150.00
Ramirez, Mariela	304 Avenue G, Levelland	RENT	\$150.00
Rivas, Frances	1002 S Alamo Apt 301, Levelland	RENT	\$150.00
Rivas, Janice	1002 S. Alamo, Levelland	RENT	\$150.00
Sanchez, Jasmin	1002 S Alamo Apt 207 Levelland	UTILITY	\$75.00
White, Irvina	1837 Avenue I, Levelland	RENT	\$150.00
Woods, Eric	609 9 th St. Levelland	UTILITY	\$75.00
Wright, Mickie	1837 Avenue I, Levelland	RENT	\$150.00
TOTAL PUBLIC ASSISTANCE FOR FEBRUARY 2023			\$1500.00

SUMMARY OF DENIED APPLICATIONS

Casteneda, Carmine	304 Main Ropesville	UTILITY	EXCESSIVE BILL REFERRED TO SALVATION ARMY
Cirilo, Sylvia	104 Poplar Levelland	RENT	OVER INCOME
Davila, Noey	22 Pecan Levelland	UTILITY	EXCESSIVE BILL

			REFERRED TO SALVATION ARMY
Lynn, Kenneth	400 N Cedar #34 Levelland	UTILITY	OVER INCOME
Mendoza, David	226 Cypress Levelland	RENT	OVER INCOME
Ramirez, Erica	1002 S Alamo Apt Levelland	RENT	OVER INCOME
Riddle, Brenda	2329 Sunrise Lane, Levelland	UTILITY	EXCESSIVE BILL REFERRED TO SALVATION ARMY
Sims, Sha	1813 McKinley, Levelland	RENT	OVER INCOME
Solis, Javier	1507 8th St., Levelland	RENT	OVER INCOME

**Respectfully Submitted to:
Hockley County Commissioners Court
Monday, March 6, 2023**

Hockley County Public Assistance Administrator

Cara Phelan

Motion by Commissioner Carter, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the use of inmate phone funds to purchase four (4) laptops for the Sheriff's Office. As per CTSI quote recorded below.

We have prepared a quote for you

TEXBUY RFP 021-010 - Replacement Laptops for Sheriff's Office

Quote # 022991

Version 1

Prepared for:

Hockley County

Shirley Penner
spenner@hockleycounty.org





**IT SOLUTIONS BUILT
TO PROTECT YOU**

Wednesday, March 01, 2023

Hockley County
Shirley Penner
802 Houston Street
Levelland, TX 79336
spenner@hockleycounty.org

Dear Shirley,

I have prepared a proposed solution that includes the products and services we believe to be best suited to meet your business needs.

Please take a look at the proposal, and let me know if you have any questions or concerns. I'll be contacting you in a few days to see how you would like to proceed from here.

Since we do not inventory products, it normally takes one to two weeks to obtain the products and to prepare them for installation at your location.

If you are comfortable with what I have proposed and are ready to get started, simply fill in the acceptance information on the proposal, or click the "Accept" button on the web page link I e-mailed to you. This will notify me of your acceptance so we can order the products and get this work on our schedule. When we have the products ready to install, our dispatchers will contact you to coordinate the installation schedule.

Have a wonderful day, and thank you for considering CTSI for your technology needs!

Zac Fitzgerald
Technology Consultant
Computer Transition Services, Inc.

Product

Description	Price	Qty	Ext. Price
Laptops			
HP ProBook 440 G9 14" Notebook Full HD 1920 x 1080 Intel Core i7 12th Gen i7-1255U Deca-core (10 Core) 1.70 GHz 16 GB Total RAM 512 GB SSD Windows 10 Pro Intel Iris Xe Graphics In-plane Switching (IPS) Technology Front Camera/Webcam	\$1,267.43	4	\$5,069.72
HP Care Pack Hardware Support with Accidental Damage Protection - Extended Service - 5 Year - Service - 9 x 5 x Next Business Day - On-site - Maintenance - Parts & Labor - Physical	\$607.83	4	\$2,431.32
Shipping and Handling			
Freight Fee	\$25.00	1	\$25.00
Handling Fee	\$15.00	1	\$15.00
TexBuy Contract #021-010	\$0.00	1	\$0.00
Subtotal:			\$7,541.04

Fixed Services - Included in Agreement

Description	Price	Qty	Ext. Price
Network Workstation Setup and Installation Fee	\$0.00	3	\$0.00
MS Office Workstation Installation and Configuration Service Use clients existing O365 license	\$0.00	3	\$0.00
Antivirus Workstation Installation and Configuration Service	\$0.00	3	\$0.00
CTSiNet Agreement - Add device(s) to monitoring and documentation	\$0.00	1	\$0.00
Subtotal:			\$0.00



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Fixed Services - Not Included in Agreement

Description	Price	Qty	Ext. Price
Network Workstation Setup and Installation Fee	\$195.00	1	\$195.00
MS Office Workstation Installation and Configuration Service Use clients existing O365 license	\$60.00	1	\$60.00
Antivirus Workstation Installation and Configuration Service	\$29.00	1	\$29.00
CTSI Net Agreement - Add device(s) to monitoring and documentation	\$0.00	1	\$0.00
Subtotal:			\$284.00

Estimated Services - Included in Agreement

Description	Price	Qty	Ext. Price
Senior Desktop Specialist Transfer data between old and new devices if needed	\$0.00	3	\$0.00
Senior Desktop Specialist Install third party applications	\$0.00	3	\$0.00
Senior Desktop Specialist Troubleshoot unforeseen issues	\$0.00	3	\$0.00
**After hours & premium after hours rates are calculated at 1.5 or 2 times the normal hourly rate			
** The above professional fees are estimated based on our experience with other customers. It may take more or less time for your installation. You will only be billed for actual time spent. This estimate is for the services listed above ONLY. Ongoing support will be billed at our normal hourly rate in quarter hour increments.**			
** The above recommended solution has been reviewed for technical soundness. However, when new hardware or software is combined with the many combinations of legacy hardware or software, it is possible that we may experience compatibility issues between the old and new. While we have worked to identify any major issues, unforeseen compatibility problems encountered, if any, will be resolved with best efforts between CTSI, you and the vendor. These efforts may result in additional professional service fees not indicated on this proposal.			
Subtotal:			\$0.00



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Estimated Services - Not Included in Agreement

Description	Rate	Qty	Est. Price
Senior Desktop Specialist Transfer data between old and new devices if needed	\$106.00	1	\$106.00
Senior Desktop Specialist Install third party applications	\$106.00	1	\$106.00
Senior Desktop Specialist Troubleshoot unforeseen issues	\$106.00	1	\$106.00

**After hours & premium after hours rates are calculated at 1.5 or 2 times the normal hourly rate

** The above professional fees are estimated based on our experience with other customers. It may take more or less time for your installation. You will only be billed for actual time spent. This estimate is for the services listed above ONLY. Ongoing support will be billed at our normal hourly rate in quarter hour increments.**

** The above recommended solution has been reviewed for technical soundness. However, when new hardware or software is combined with the many combinations of legacy hardware or software, it is possible that we may experience compatibility issues between the old and new. While we have worked to identify any major issues, unforeseen compatibility problems encountered, if any, will be resolved with best efforts between CTSI, you and the vendor. These efforts may result in additional professional service fees not indicated on this proposal.

Subtotal: **\$318.00**



**IT SOLUTIONS BUILT
TO PROTECT YOU**

TEXBUY RFP 021-010 - Replacement Laptops for Sheriff's Office



Prepared by:
CTSI
Zac Fitzgerald
806-793-8961
Fax 806-793-8968
ZFitzgerald@ctsinet.com

Prepared for:
Hockley County
802 Houston Street
Levelland, TX 79336
Shirley Penner
(806) 894-6070
spenner@hockleycounty.org

Quote Information:
Quote #: 022991
Version: 1
Delivery Date: 03/01/2023
Expiration Date: 03/24/2023

Quote Summary

Description	Amount
Product	\$7,541.04
Fixed Services - Included in Agreement	\$0.00
Fixed Services - Not Included in Agreement	\$284.00
Estimated Services - Included In Agreement	\$0.00
Estimated Services - Not Included in Agreement	\$318.00
Total: \$8,143.04	

Please do not pay from this proposal. Invoices will be issued from CTSI based on the information presented here, but at a later date. Because proposed solutions often include estimated services and/or expenses (depicted as Estimated), the actual amount billed will normally vary from what appears above.

I understand the nature of CTSI's engagement for professional services and for the purchase and installation of computer equipment. I confirm to you that the information and arrangements outlined in this proposal are in accordance with my understanding and are agreeable to me.

Payment Terms:

Hardware & Software Products: I understand that CTSI requires full payment for the hardware and software product within twenty (20) days of the invoice date for the same and that this invoice will be generated once all hardware and software product has been received by CTSI. Insurance and security responsibility will pass to client upon delivery to the client's location.

Professional Services: I understand that professional services, mileage and other expense charges are billed weekly as delivered and that payment is due within twenty (20) days of the date on the invoice.

Past Due Amounts: If payment is not received within twenty (20) days of the invoice date, CTSI may add a "finance charge" fee at the rate of 1½ % per month on the unpaid amount, and/or suspend further services.

CTSI Restocking Terms:

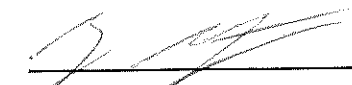
I understand that there will be a 25% restocking fee applied to any product that I have approved on this proposal if I decided after CTSI has received that I no longer want the product.




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Computer Transition Services, Inc.

Hockley County

Signature: 
Name: Zac Fitzgerald
Title: Technology Consultant
Date: 03/01/2023

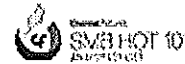
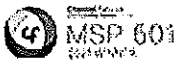
Signature: 
Name: Sharla Baldrige
Date: 3-6-2023

Our Awards, Partners & Associations

OUR PARTNERS



OUR AWARDS





**IT SOLUTIONS BUILT
TO PROTECT YOU**

Our Awards, Partners & Associations

ASSOCIATIONS



**ASSOCIATE MEMBER OF
THE INDEPENDENT
BANKERS ASSOCIATION
OF TEXAS/IBAT.**

**Associate membership in the Independent Bankers Association of Texas is open to companies that provide products or services supportive of community banking. Associate Members supply references to IBAT and are not subject to extensive due diligence.*



**CORPORATE MEMBER
OF THE TEXAS ORGANIZATION OF RURAL &
COMMUNITY HOSPITALS/TORCH**

**BUSINESS ALLIANCE PROGRAM
MEMBER OF TEXAS ELECTRIC COOPERATIVES**

Motion by Commissioner Wisdom, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the 2022 Racial Profiling Report related to motor vehicle stop data collected by the Hockley County Sheriff's Office. As per the report from Sheriff's Office recorded below.



Hockley County Sheriff's Office

Ray Scifres
Sheriff, Hockley County

806.894.3126 Main
806.897.0750 Fax

806.894.9334 Jail
806.894.3161 Fax

March 2, 2023

To: Hockley County Commissioners' Court
From: Ray Scifres, Sheriff

Subject: 2022 Biased Based Policing Annual Report

In accordance with the Texas Racial Profiling Law (SB 1074), the Sheriff's Office collects and records data related to all traffic contacts initiated by deputies each year. The purpose of this report is to provide statistical data for the year beginning January 1, 2022, and ending December 31, 2022. The following data is collected and reported to the state, and includes, but is not limited to:

1. Number of traffic stops
2. Race/ethnicity of those contacted
3. Whether a vehicle search was conducted
4. Whether the search was consensual
5. Whether contraband was recovered
6. Enforcement action taken
7. Whether force was used during the encounter

How Data is Collected

Deputies, following each traffic contact, complete a detailed report related to the stop. In cases where a written warning or a citation is issued, copies are attached to the racial profiling report completed by the deputy. The information is compiled by Sheriff's Office administration and prepared in a report.

Data Collected for 2022

Race / Ethnicity	# Contacts	%	# Searches	%	# Consent	Non-Consent	Contraband ?
African American	32	4.49	3	5.00	0	3	3
Caucasian	295	41.37	23	38.33	11	12	13
Hispanic	384	53.86	34	56.67	8	26	25
Native American	2	0.28	0	0	0	0	0
Asian	0	0	0	0	0	0	0
TOTAL	713	100.00	60	100.00	19	41	41

Hockley County Sheriff's Office
1310 Ave H
Levelland, Texas 79336



Hockley County Sheriff's Office

Ray Scifres
Sheriff, Hockley County

806.894.3126 Main
806.897.0750 Fax

806.894.9334 Jail
806.894.3161 Fax

Attachments

Attached is the "Racial Profiling Analysis Report" received after our report was submitted online in the manner prescribed to the Texas Commission on Law Enforcement (TCOLE) on February 14, 2023, by Brooke Obenhaus, Administrative Assistant to the Sheriff. Along with the annual report, attached is the agency policy regarding Bias-Based Policing.

Regards,

A handwritten signature in black ink, appearing to read "Ray Scifres", with a long horizontal flourish extending to the right.

Ray Scifres
Sheriff, Hockley County

Racial Profiling Report | Full

Agency Name: HOCKLEY CO. SHERIFF'S OFFICE

Reporting Date: 02/14/2023

TCOLE Agency Number: 219100

Chief Administrator: JAMES R. SCIFRES JR

Agency Contact Information:

Phone: (806) 894-3126

Email: rscifres@hockleycounty.org

Mailing Address:

1310 Avenue H

Levelland, TX 79336-6030

This Agency filed a full report

HOCKLEY CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HOCKLEY CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HOCKLEY CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HOCKLEY CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HOCKLEY CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the HOCKLEY CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HOCKLEY CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: BROOKE J. OBENHAUS
ADMIN

Date: 02/14/2023

Total stops: 713

Street address or approximate location of the stop

City street	268
US highway	120
County road	36
State highway	280
Private property or other	9

Was race or ethnicity known prior to stop?

Yes	0
No	713

Race / Ethnicity

Alaska Native / American Indian	2
Asian / Pacific Islander	0
Black	32
White	295
Hispanic / Latino	384

Gender

Female	270
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	13
White	119
Hispanic / Latino	138
Male	443
Alaska Native / American Indian	2
Asian / Pacific Islander	0
Black	19
White	178
Hispanic / Latino	244

Reason for stop?

Violation of law	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1

Hispanic / Latino	1
Preexisting knowledge	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Moving traffic violation	428
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	18
White	165
Hispanic / Latino	244
Vehicle traffic violation	282
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	14
White	127
Hispanic / Latino	140
Was a search conducted?	
Yes	60
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	23
Hispanic / Latino	34
No	653
Alaska Native / American Indian	2
Asian / Pacific Islander	0
Black	29
White	268
Hispanic / Latino	354
Reason for Search?	
Consent	19
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	11

Hispanic / Latino	8		
Contraband	9		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	2		
Hispanic / Latino	6		
Probable	30		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	2		
White	10		
Hispanic / Latino	18		
Inventory	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	2		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	41	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	3	Yes 1	No 2
White	13	Yes 3	No 10
Hispanic / Latino	25	Yes 8	No 17
No	19		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	11		
Hispanic / Latino	7		

Description of contraband

Drugs	18
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	6
Hispanic / Latino	11
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	17
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	6
Hispanic / Latino	10
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	2

Result of the stop

Verbal warning	26
-----------------------	-----------

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	14
Hispanic / Latino	12
Written warning	616
Alaska Native / American Indian	2
Asian / Pacific Islander	0
Black	29
White	262
Hispanic / Latino	323
Citation	57
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	17
Hispanic / Latino	38
Written warning and arrest	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	4
Citation and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Arrest	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	2
Arrest based on	
Violation of Penal Code	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	2
Hispanic / Latino	8
Violation of Traffic Law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	713
Alaska Native / American Indian	0
Asian / Pacific Islander	295
Black	0
White	384
Hispanic / Latino	2

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

HOCKLEY CO. SHERIFF'S OFFICE

01. Total Traffic Stops:	713	
02. Location of Stop:		
a. City Street	268	37.59%
b. US Highway	120	16.83%
c. County Road	36	5.05%
d. State Highway	280	39.27%
e. Private Property or Other	9	1.26%
03. Was Race known prior to Stop:		
a. NO	713	100.00%
b. YES	0	0.00%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	2	0.28%
b. Asian/ Pacific Islander	0	0.00%
c. Black	32	4.49%
d. White	295	41.37%
e. Hispanic/ Latino	384	53.86%
05. Gender:		
a. Female	270	37.87%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	13	1.82%
iv. White	119	16.69%
v. Hispanic/ Latino	138	19.35%
b. Male	443	62.13%
i. Alaska/ Native American/ Indian	2	0.28%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	19	2.66%
iv. White	178	24.96%
v. Hispanic/ Latino	244	34.22%
06. Reason for Stop:		
a. Violation of Law	2	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
b. Pre-Existing Knowledge	1	0.14%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Moving Traffic Violation	428	60.03%
i. Alaska/ Native American/ Indian	1	0.23%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	18	4.21%
iv. White	165	38.55%
v. Hispanic/ Latino	244	57.01%
d. Vehicle Traffic Violation	282	39.55%
i. Alaska/ Native American/ Indian	1	0.35%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	14	4.96%
iv. White	127	45.04%
v. Hispanic/ Latino	140	49.65%
07. Was a Search Conducted:		
a. NO	653	91.58%
i. Alaska/ Native American/ Indian	2	0.31%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	29	4.44%
iv. White	268	41.04%
v. Hispanic/ Latino	354	54.21%
b. YES	60	8.42%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	5.00%
iv. White	23	38.33%
v. Hispanic/ Latino	34	56.67%
08. Reason for Search:		
a. Consent	19	2.66%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	11	57.89%
v. Hispanic/ Latino	8	42.11%
b. Contraband in Plain View	9	1.26%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	11.11%
iv. White	2	22.22%
v. Hispanic/ Latino	6	66.67%
c. Probable Cause	30	4.21%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	2	6.67%
iv. White	10	33.33%
v. Hispanic/ Latino	18	60.00%
d. Inventory	2	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	100.00%
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

09. Was Contraband Discovered:

YES	41	5.75%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	3	7.32%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	2	
iv. White	13	31.71%
Finding resulted in arrest - YES	3	
Finding resulted in arrest - NO	10	
v. Hispanic/ Latino	25	60.98%
Finding resulted in arrest - YES	8	
Finding resulted in arrest - NO	17	
b. NO	19	2.66%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	5.26%
iv. White	11	57.89%
v. Hispanic/ Latino	7	36.84%
10. Description of Contraband:		
a. Drugs	18	2.52%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	5.56%
iv. White	6	33.33%
v. Hispanic/ Latino	11	61.11%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	17	2.38%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	5.88%
iv. White	6	35.29%

Racial Profiling Analysis Report

v. Hispanic/ Latino	10	58.82%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	5	0.70%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	60.00%
v. Hispanic/ Latino	2	40.00%
11. Result of Stop:		
a. Verbal Warning	26	3.65%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	14	53.85%
v. Hispanic/ Latino	12	46.15%
b. Written Warning	616	86.40%
i. Alaska/ Native American/ Indian	2	0.32%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	29	4.71%
iv. White	262	42.53%
v. Hispanic/ Latino	323	52.44%
c. Citation	57	7.99%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	3.51%
iv. White	17	29.82%
v. Hispanic/ Latino	38	66.67%
d. Written Warning and Arrest	6	0.84%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	16.67%
iv. White	1	16.67%
v. Hispanic/ Latino	4	66.67%


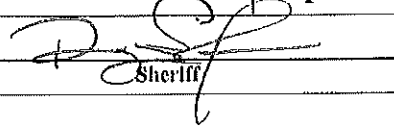
Racial Profiling Analysis Report

e. Citation and Arrest	2	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	100.00%
f. Arrest	6	0.84%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	16.67%
v. Hispanic/ Latino	2	33.33%
12. Arrest Based On:		
a. Violation of Penal Code	11	1.54%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	9.09%
iv. White	2	18.18%
v. Hispanic/ Latino	8	72.73%
b. Violation of Traffic Law	1	0.14%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	2	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	100.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	713	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	295	41.37%
iii. Black	0	0.00%
iv. White	384	53.86%
v. Hispanic/ Latino	2	0.28%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 02/14/2023

	HOCKLEY COUNTY SHERIFF'S OFFICE	
	Policy #2.2 Bias Based Policing	
	Effective Date: 1/10/2018	Replaces:
	Approved:  Sheriff	
	Related Policy: Professional Standards and Conduct	

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.

- B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulable, objective facts that lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.

IV. PROCEDURES

A. General responsibilities

1. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including

seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)

2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
5. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Sheriff any complaints made by an individual against the agency.

6. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
7. When concluding an encounter, personnel shall thank him or her for cooperating.
8. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their agency identification number, name of the immediate supervisor, or any other reasonable information.
9. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the agency to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
6. Supervisors shall ensure that all enforcement actions are duly documented per agency policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
7. Supervisors shall facilitate the filing of any complaints about law-enforcement service.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01)

Officers shall complete all training required by state law regarding bias-based profiling.

V. COMPLAINTS AND COMPLIMENTS

- A. The agency shall make citizens aware of the complaint and compliment process. Whenever possible, the media, and/or social media, will be used to inform the public of the agency's policy and complaint and compliment process.
- B. Those who desire to file a complaint or make a compliment toward a deputy shall do so in writing. Any complaints alleging racial bias or bias-based policing directed at a deputy may be required to be submitted on a sworn affidavit by the complainant.
- C. The information provided to the public concerning the complaint and compliment process will include, but not limited to, the following: how such can be filed, the agency address, telephone number, and email address where the complaint or compliment may be made related to a ticket, citation, or warning issued by a deputy.
- D. Complaints alleging incidents of bias-based profiling will be fully investigated as described under Policy 2.4.
- E. Complainants will be notified of the results of the investigations when the investigation is completed.

VI. RECORD KEEPING

- A. The department will maintain all required records on traffic stops where a citation or warning is issued or where an arrest is made subsequent to a traffic stop pursuant to state law. Information collected will include the following:
 - 1. Race or ethnicity of the individual detained,
 - 2. Whether a search was conducted, and whether the individual consented to the search,
 - 3. Whether the deputy knew the race or ethnicity of the individual before the stop was made,
 - 4. Whether any physical force was used that resulted in bodily injury as defined under Texas Penal Code 1.07,
 - 5. The location of the stop,
 - 6. The reason for the stop.
- B. The information collected above will be reported to the Commissioner's Court annually.
- C. The information will also be reported to TCOLE in the required format annually or as required.

Review the February 2023 fire runs submitted by the City of Levelland.

2023044 0 2/15/2023 12:20 123 - Fire in portable building, fixed location
Address: 4949 SUNRISE LN, HOCKLEY CO, TX 79336
of Personnel: 7 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 5 **Total Call Duration: 00:19:00**

received call of a chicken coop on fire at 4949 sunrise road fire units responded
unpon arrival fire was out units wet down burned area all units 10-8

2023043 0 2/15/2023 08:35 350 - Extrication, rescue, other
Address: 6900 E STATE HIGH WAY114, SMYER, TX 79367
of Personnel: 6 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 4 **Total Call Duration: 01:09:00**

received request from Levelland ems to asst on MVA in the 6900 blk of e hwy 114
upon arrival West Carisle FD was already on scene Levelland fire units provided
traffic control all units 10-8

2023041 0 2/13/2023 15:36 143 - Grass fire
Address: 1800 KELLY RD, HOCKLEY CO, TX 79336
of Personnel: 4 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 3 **Total Call Duration: 00:34:00**

LEVELLAND FIRE DEPARTMENT RECEIVED CALL IN REFERENCE TO A SMALL
GRASS FIRE NEAR THE INTERSECTION OF WEST HOUSTON AND KELLY ROAD.
UNITS C1 AND B10 RESPONDED TO LOCATION. UPON ARRIVAL, FIRE CREW
FOUND A SMALL GRASS FIRE IN BARDITCH IN THE 1800 BLOCK OF KELLY ROAD.
FIRE WAS EXTINGUISHED. UNITS CLEARED SCENE. NO FURTHER AT THIS
TIME. *****EOR*****

2023035 0 2/9/2023 14:37 143 - Grass fire
Address: Intersection of W STATE HIGHWAY 114 & JUNEAU RD, HOCKLEY CO, TX
of Personnel: 8 Hours Paid per Person: Total Man Hours: .00
of Apparatus: 3 **Total Call Duration: 00:40:00**

call of a small grass fire at W HWY 114 and juneau RD 2 miles north fire units
responded and extinguished fire units 10-8

2023033 0 2/8/2023 15:12 100 - Fire, other
Address: Intersection of N US HIGHWAY 385 & N 597, WHITHARRAL, TX

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 '2/1/2023 00:00' and '2/28/2023 23:59') And ([DistrictID] equals '2 - 2')

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the Earnest Money Contract for Tract one: Lots 1 and 2, Block 32, Original Town of Levelland, Hockley County, Texas more commonly known as 824 Austin Street: and Tract two: Lots 9 and 10, Block 31, Original Town of Levelland, Hockley County, Texas more commonly known as 706 and 708 Ave. H, to be purchased with American rescue Plan Act (ARPA) funds. As per Order to Approve Use of ARPA Funds recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

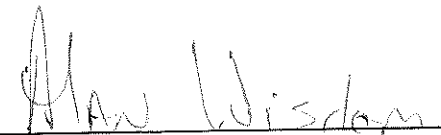
HOCKLEY COUNTY, TEXAS

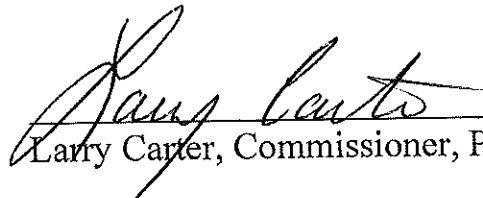
ORDER TO APPROVE USE OF ARPA FUNDS

On this the 6th day of March, 2023, upon motion made by Commissioner, _____ and seconded by Commissioner, _____ and unanimously carried.

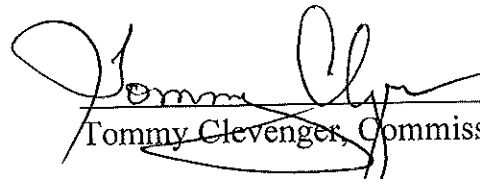
The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED that additional ARPA (American Rescue Plan Act) Funds in the amount of \$328,500.00 plus closing costs shall be used to purchase Tract One: Lots 1 and 2, Block 32, Original Town of Levelland, Hockley County, Texas, more commonly known as 824 Austin Street; and Tract two: Lots 9 and 10, Block 31, Original Town of Levelland, Hockley County, Texas, more commonly known as 706 and 708 Ave. H.

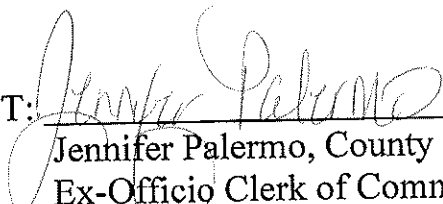

Sharla Baldrige, Hockley County Judge

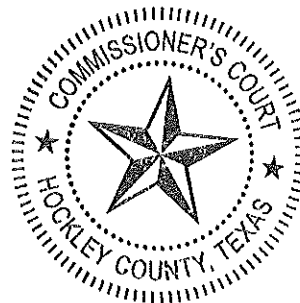

Alan Wisdom, Commissioner, Pct 1


Larry Carter, Commissioner, Pct 2


Seth Graf, Commissioner, Pct 3


Tommy Clevenger, Commissioner, Pct 4

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



EARNEST MONEY CONTRACT

THIS EARNEST MONEY CONTRACT ("Contract") is entered into as of the Effective Date (defined below) by and between PHILIP D. RICKER and ANNA J. RICKER ("Seller, whether one or more"), and HOCKLEY COUNTY, TEXAS ("Purchaser").

In consideration of the mutual covenants set forth in this Contract and for other valuable consideration, which the parties acknowledge receiving, Seller and Purchaser agree as follows:

Section 1. Select Defined Terms. As used in this Contract, the following terms shall have the following meanings:

Property: Tract One: Lots One (1) and Two (2), Block thirty-two (32), Original Town of Levelland, Hockley County, Texas, more commonly known as 824 Austin St., Levelland, TX.

Tract Two: Lots Nine (9) and Ten (10), Block Thirty-one (31), Original Town of Levelland, Hockley County Texas, more commonly known as 706 and 708 Ave. H, Levelland, TX.

Purchase Price: \$328,500.00

Earnest Money: \$1,500.00

Feasibility Period: The period commencing on the Effective Date and expiring at 5:00 p.m. Levelland, Texas time, on the date that is fifteen (15) days after the Effective Date.

Closing Date: On or about April 3, 2023

Title Company: Hockley County Abstract, Ltd.
P.O. Box 968
Levelland, TX 79336
(806) 894-6127 phone
(806) 894-8578 fax
hockleyabstract@valornet.com

Section 2. Sale and Purchase. Subject to the terms and conditions set forth in this Contract, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price, those certain tracts of land described above, (the "Land"), subject to the Permitted Exceptions. The Land and all improvements, easements, rights-of-way, licenses, interests, rights, and appurtenances appertaining solely to the Land, subject to the Permitted Exceptions, are collectively referred to herein as the "Property."

Section 3. Purchase Price and Earnest Money.

(a) The Purchase Price is \$328,500.00 and is payable at Closing (defined below) as follows:

Within three (3) days after the Effective Date, Purchaser shall deliver to the Title Company the Earnest Money, either by wire transfer or by a certified or cashier's check payable to the order of the Title Company. The Earnest Money will be held in escrow in non interest-bearing account. The timely delivery of the Earnest Money is a condition precedent to Seller's obligations hereunder, and the failure of Purchaser to timely deliver the Earnest Money as provided for herein shall be a default of Purchaser hereunder and shall, at Seller's option, cause this Contract to be terminated, and thereafter neither party shall have any further rights or obligations under this Contract, except those that expressly survive termination. If the contemplated transaction is consummated in accordance with this Contract, the Earnest Money will be applied to the Purchase Price at the Closing. If the transaction is not so consummated, the Earnest Money will be held and delivered by the Title Company as provided below.

Section 4. Title Commitment and Survey.

(a) As soon as practicable, but no later than 20 days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser an Owner's Commitment for Title Insurance ("Title Commitment") covering the Property issued by the Title Company. The Title Commitment will set forth the status of title to the Property and will show all Encumbrances of record, if any, relating to the Property.

(b) Within 10 days after the Effective Date, Seller shall deliver to Purchaser a copy of Seller's existing survey of the Property, if any (the "Survey"). Prior to closing, Purchaser **may, if desired**, at Purchaser's expense, obtain and deliver to Seller and the Title Company, a new or updated survey of the Property. The new or updated survey must be performed by a registered public surveyor or engineer and must be certified to the Title Company. If Purchaser obtains a new or updated survey, then the new or updated survey will be deemed to be the "Survey" for all purposes hereunder following approval of same by Seller, not to be unreasonably withheld. If Purchaser does not obtain a new or updated survey, then the existing Survey delivered by Seller, if any, will be deemed the "Survey" for all purposes hereunder.

(c) Purchaser must give Seller written notice of any objections ("Objections") to the Title Commitment or the Survey within the earlier of (i) 10 days after receiving the Title Commitment and the Survey, or (ii) the expiration of the Feasibility Period (the "Objection Period"). Any item shown on the Title Commitment and/or the Survey to which Purchaser does not timely object in writing prior to the expiration of the Objection Period shall be deemed a Permitted Exception. If Purchaser gives written notice of Objections to Seller during the Objection Period, then Seller, without obligation to spend any money or to bring suit to cure the Objections, may cure the Objections and/or commit in writing to cure one or more of the Objections by providing written notice of such election to Purchaser on or before the expiration of the Feasibility Period (the "Cure Period").

(d) If Purchaser timely gives written notice of Objections prior to the expiration of the Objection Period, and Seller does not either cure the Objections or commit in writing to cure the Objections by providing written notice of such commitment to Purchaser prior to the expiration of the Cure Period, then Seller will be deemed to have elected not to cure such Objections, and Purchaser, as its sole and exclusive remedy, shall be entitled either:

(1) To terminate this Contract by delivering written notice to Seller and the Title Company at any time prior to the expiration of the Feasibility Period. Upon such termination, the Title Company shall deliver the Earnest Money to Purchaser, and neither party will have any further rights or obligations under this Contract (except those that expressly survive termination); or

(2) To waive the Objections that remain uncured as of the expiration of the Feasibility Period and consummate the purchase of the Property subject to the uncured Objections, which will be deemed to be Permitted Exceptions. In such event, none of Purchaser's obligations under this Contract will change, nor will the Purchase Price be reduced because of the uncured Objections.

If Purchaser does not send a written notice of termination prior to the expiration of the Feasibility Period, then Purchaser will be deemed to have waived all Objections that remain uncured as of the expiration of the Feasibility Period, which will be deemed Permitted Exceptions, and Purchaser will be deemed to have waived its right to terminate this Contract pursuant to this Section 4.

Section 5. Feasibility Period.

(a) Purchaser may terminate its obligation to purchase the Property at any time prior to the expiration of the Feasibility Period if Purchaser, in its sole discretion, concludes that the Property is not suitable for any reason or for no reason. Purchaser must exercise its termination rights under this Section 5(a) by delivering a written termination notice ("Termination Notice") to Seller at any time prior to the expiration of the Feasibility Period. Upon Seller's receipt of a Termination Notice during the Feasibility Period, Seller will instruct the Title Company to deliver the Earnest Money to Purchaser, and neither Seller nor Purchaser shall thereafter have any further rights or obligations under this Contract, except those that expressly survive termination. If Purchaser does not send a Termination Notice during the Feasibility Period, then upon the expiration of the Feasibility Period, Purchaser will be deemed to have waived its right to terminate this Contract pursuant to this Section 5 and to have elected to proceed with purchasing the Property, and the Earnest Money will become non-refundable to Purchaser except as otherwise specifically provided in this Contract.

(b) (1) During the Feasibility Period, Seller will permit Purchaser and its contractors and agents to enter upon the Property to inspect and test the Property (including environmental tests) as Purchaser deems necessary or desirable; provided, however, that Purchaser shall not conduct any Phase II environmental tests or invasive environmental tests without first obtaining Seller's prior written approval of Purchaser's specific plans for such tests (such as soil boring plans), which approval may be withheld in Seller's sole discretion. Purchaser shall deliver to

Seller, promptly after receipt thereof, copies of all engineering reports, environmental reports, soil tests and other studies, tests and reports obtained by Purchaser with respect to the physical condition of the Property. Purchaser shall use its best efforts to minimize damage to the Property and, if Closing does not occur, must promptly repair any damages to the Property resulting from Purchaser's or its agents' inspections, tests and entry onto the Property and restore the Property to substantially the same condition that existed prior to entry by Purchaser and/or its agents. **PURCHASER SHALL INDEMNIFY AND DEFEND SELLER, SELLER'S AFFILIATES, AND THEIR RESPECTIVE PARTNERS, MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, CONTRACTORS, SUBCONTRACTORS, AGENTS, EMPLOYEES AND INVITEES (COLLECTIVELY, "INDEMNITEES") AND HOLD INDEMNITEES HARMLESS AGAINST, ALL COSTS, DAMAGES, LIENS, CLAIMS, AND LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO PURCHASER'S OR ITS AGENTS' INSPECTIONS, TESTS OR ENTRY ONTO THE PROPERTY, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURIES OR DEATH, EVEN IF SUCH COSTS, DAMAGES, LIABILITY, LIENS, OR CLAIMS ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE.**

(2) Before Purchaser or any of its contractors or agents may enter onto the Property for its inspections or tests or otherwise, Purchaser shall provide Seller with certificates of insurance and appropriate endorsements evidencing that Purchaser and each of Purchaser's contractors or agents who enter upon the Property carries commercial general liability insurance (on an occurrence basis) with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence during the period that these parties are on the Property. Each policy must be issued by an insurance company licensed to do business in Texas and reasonably acceptable to Seller, under a form of policy reasonably satisfactory to Seller that includes a contractual liability endorsement with respect to Purchaser's indemnification obligations hereunder. Seller must be included as an additional insured under all such insurance policies.

(3) Purchaser must keep, and cause its contractors and agents to keep, confidential all of Sellers' Information and any other information, materials, records, data, drawings, specifications, engineering, and other documents related to Purchaser's inspections and tests (collectively, "Documents") and not disclose the existence of the Documents or their contents to any person or entity, including, without limitation, any federal, state, or local governmental agency, without Seller's express written consent; provided, however, that Purchaser may disclose the Documents only to such of Purchaser's officers, directors, employees, consultants, investors and lenders, as have an actual need for the Documents in evaluating the Property. Purchaser shall act diligently to prevent any further disclosure of the Documents beyond the disclosures specifically allowed above. The Documents may not be used by Purchaser or by its contractors or agents for any purpose other than to evaluate the proposed purchase of the Property by Purchaser.

(4) Purchaser's obligations and indemnity under this Section 5(b) will survive the Closing or earlier termination of this Contract.

(c) Notwithstanding anything to the contrary, Seller has no obligation to extend any electric, gas, telephone, water, sewer, or other utilities to the perimeter of the Property or to any location within the Property, and has no obligation to make any repairs to the Property.

(d) Purchaser acknowledges that any information supplied or made available by Seller related to the Property or this transaction is made available without representation by Seller or recourse to Seller, and Purchaser relies on such information at its own risk. Purchaser acknowledges that Seller has neither verified the accuracy of any statements or other matters contained in such information nor any method used to compile the information nor the qualifications of those preparing the information. Seller makes no representations or warranties about – and assumes no responsibility for – the accuracy or completeness of such information. Likewise, no partner, officer, employee, or agent of Seller has been authorized to make any representations regarding the information or the Property, and, if given, these representations may not be relied upon as having been authorized by Seller. This Section 5(d) will survive the Closing or any termination of this Contract.

(e) Purchaser shall be solely responsible for obtaining any city, county, TXDOT or other governmental approvals necessary for Purchaser's proposed use of the Property including, without limitation, site plan approvals, platting, zoning changes, etc. (collectively, "Governmental Approvals"). Seller shall have no liability or cost with regard to such Governmental Approvals. Purchaser and its agents shall not make submissions or correspond with a governmental entity regarding the Property or for the purpose of seeking any Governmental Approval (including, without limitation, those related to platting and zoning), without Seller's prior written consent and approval of such submissions, which consent and approval may be withheld in Seller's sole discretion. Purchaser shall provide Seller with copies of all submissions to governmental entities related to the Governmental Approvals at least five (5) business days prior to making such submissions to the governmental entity, and all such submissions shall be subject to Seller's prior written approval, which approval may be withheld in Seller's sole discretion. Seller may, but shall have no obligation to, reasonably cooperate with Purchaser's efforts to obtain any Governmental Approval, but Seller will have no obligation to spend any money, file any legal action or enter into any agreements with governmental authorities regarding Seller's property adjacent to the Property in connection therewith. Notwithstanding anything to the contrary, Seller may withhold any approval or consent, or otherwise elect not to cooperate with Purchaser's efforts if, in Seller's opinion, such efforts would interfere with or are in any way inconsistent with Seller's plans for adjacent or nearby tracts, or Seller's or its affiliates' plans. Purchaser shall periodically inform Seller throughout the period prior to Closing of the status of any applications for Governmental Approvals and must notify Seller in advance of any hearings or meetings at which such Governmental Approvals will be heard or considered.

Section 6. Default and Remedies.

(a) Purchaser will be in default under this Contract if (i) it fails or refuses to purchase the Property at the Closing, or (ii) it fails to perform any of its other obligations hereunder either before or at the Closing, and such circumstance described in clause (i) or (ii) continues for five (5) business days after written notice from Seller to Purchaser (provided that no 5 business day cure period shall be available for a failure to close). Purchaser will not be in default, however, if it

terminates this Contract when it has an express right to terminate or when Seller fails to perform its obligations under this Contract. If Purchaser is in default, then Seller, as its sole and exclusive remedy, is entitled either (x) to waive such default and proceed to Closing, (xx) to enforce specific performance of Purchaser's obligations under this Contract with respect to the Property, (xxx) to terminate this Contract by giving written notice to Purchaser before or at the Closing, whereupon the Title Company shall deliver the Earnest Money to Seller free of any claims by Purchaser, as liquidated damages, and neither Seller nor Purchaser thereafter shall have any further rights or obligations under this Contract except those that expressly survive termination. The Earnest Money to which Seller may be entitled is the parties' reasonable forecast of just compensation for the harm that Purchaser's breach would cause, which is otherwise impossible or very difficult to estimate accurately. Notwithstanding anything to the contrary, in the event of Purchaser's default or termination of this Contract, Seller shall have all remedies available at law or in equity if Purchaser or any party related to or affiliated with Purchaser is asserting any claims or right to the Property that would otherwise delay or prevent Seller from having clear, indefeasible and marketable title to the Property.

(b) If Seller shall be unable to convey title to the Property to Purchaser in accordance with this Contract, then, in such event, as its sole and exclusive remedy, Purchaser shall be entitled either (i) to accept such title as Seller is able to convey, without any credit, reduction, adjustment or abatement in, to or of the Purchase Price, or (ii) to terminate this Contract at the Closing and receive a refund of the Earnest Money.

(c) Seller will be in default under this Contract if (i) it willfully fails or refuses to sell the Property to Purchaser at the Closing, or (ii) it fails to perform any of its other obligations hereunder either before or at the Closing, and such circumstance described in clause (i) or (ii) continues for five (5) business days after written notice from Purchaser to Seller (provided that no 5 business day cure period shall be available for a failure to close). Seller will not be in default, however, if it terminates this Contract when it has an express right to terminate or when Purchaser fails to perform its obligations under this Contract. If Seller is in default, then Purchaser, as its sole and exclusive remedy, is entitled either (x) to waive such default and proceed to Closing, (xx) to enforce specific performance of Seller's obligations under this Contract with respect to the Property, or (xxx) to terminate this Contract by giving written notice to Seller before or at the Closing, whereupon the Title Company shall deliver the Earnest Money to Purchaser and neither Seller nor Purchaser shall have any further rights or obligations under this Contract except those that expressly survive termination. Notwithstanding anything to the contrary, Purchaser shall be deemed to have elected to terminate this Contract if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before that date that is thirty (30) days following the scheduled Closing Date or, having given such notice, fails to file a lawsuit asserting such claim or cause of action within thirty (30) days following the scheduled Closing Date. Unless Purchaser has filed an action for specific performance, and such action is pending, Purchaser shall not have the right or authority to place a lis pendens against all or any portion of the Property, and Purchaser hereby waives and releases any right it may have under applicable law to file any lis pendens absent such pending action to enforce specific performance.

(d) Subject to Section 11 below, if the Closing occurs, each party shall have the right to pursue its actual damages against the other party for a breach of any covenant contained herein that is performable after or that is expressly provided herein as surviving the Closing (including the indemnification obligations of the parties contained in this Contract). Subject to Section 11 below, if the Closing does not occur, (x) each party shall have its respective rights and remedies under Sections 6(a), 6(b) and 6(c) above, as applicable, and (xx) each party shall have all available remedies against the other party for a breach of the other party's obligations contained in this Contract that are expressly provided herein as surviving the termination of this Contract, but neither party shall have any right to pursue any remedy against the other party on account of a breach of the other party's representations and warranties set forth herein. Notwithstanding anything to the contrary, in no event or circumstance shall Seller be liable for any speculative, consequential or punitive damages. If this Contract terminates for any reason, Purchaser shall execute, acknowledge, and deliver to Seller upon demand a recordable instrument evidencing such termination and waiving and releasing Purchaser's rights in and to the Property. If either Seller or Purchaser becomes entitled to the Earnest Money upon termination of this Contract, Purchaser and Seller shall deliver an instruction letter to the Title Company directing disbursement of the Earnest Money to the entitled party. If either party fails or refuses to sign or deliver such an instruction letter, the refusing party shall pay all reasonable attorneys' fees and court costs incurred by the party so entitled to the Earnest Money.

Section 7. Closing.

(a) The closing ("Closing") of the sale of the Property by Seller to Purchaser will occur in the Title Company's office on or before the Closing Date; unless an earlier date is agreed to in writing by Seller and Purchaser; provided, however, in the event that the parties agree that the Closing shall be held on a date that is prior to the expiration of the Feasibility Period, the Feasibility Period shall automatically expire on such earlier Closing Date.

(b) At the Closing, all of the following must occur, all of which are concurrent conditions:

(1) Seller shall deliver or cause to be delivered to Purchaser the following:

(i) A Special Warranty Deed executed and acknowledged by Seller, conveying to Purchaser title to the Property, subject to the Permitted Exceptions.

(ii) An Owner Policy of Title Insurance ("Owner Policy") issued by the Title Company to Purchaser for the Purchase Price insuring that, upon Closing, Purchaser is the owner of indefeasible fee simple title to the Property subject to the Permitted Exceptions, and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance. Purchaser may, at Purchaser's sole expense, request that the survey exception be limited to "shortages in area." The printed form exception for restrictive covenants must be deleted unless one or more restrictive covenants are included among the Permitted Exceptions.

(iii) Evidence reasonably satisfactory to the Title Company that the person executing the closing documents on behalf of Seller has full right, power, and authority to do so.

(2) Purchaser shall deliver or cause to be delivered to the Seller c/o the Title Company the following:

(i) Immediately available funds by Cashier's Check or via wire transfer in an amount equal to the Purchase Price, less the Earnest Money.

(iv) Evidence reasonably satisfactory to the Title Company that the person executing the closing documents on behalf of Purchaser has full right, power, and authority to do so.

(3) Seller agrees to pay the cost of the Owner's Title Insurance Policy, preparation of a Special Warranty Deed, the cost of clearing title defects, if any, one-half of the cost of the preparation of this Contract, and any escrow fee charged to the Seller by Hockley County Abstract, Ltd. Buyer will pay the cost of the survey, the cost of any inspections, one-half of the cost of the preparation of this Contract, and any escrow fee charged by Hockley County Abstract, Ltd. to the Buyer.

(c) Ad valorem and similar taxes and assessments, owner's association assessments, and all items of expense relating to the Property will be prorated between Seller and Purchaser as of the Closing Date, based on estimates of the amount of taxes and assessments that will be due and payable on the Property during the year in which the Closing Date occurs. The proration estimates will be taken from the most recent tax and assessment statements available at Closing and will be deemed final. Purchaser agrees to pay when due and indemnify Seller against any rollback taxes and subsequent tax assessments of the Property due to changes in land usage or ownership. This Section 7(c) will survive the Closing.

(d) Upon completion of the Closing, Seller shall deliver to Purchaser possession of the Property, subject to the Permitted Exceptions.

Section 8. Brokers.

(a) Seller and Purchaser represent and warrant to each other that neither party has engaged any agent, broker, or other similar party who may be entitled to file a lien against the Property.

Section 9. Notices.

(a) Any notice under this Contract must be written. Notices must be either (i) hand-delivered to the address set forth below for the recipient; or (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient as specified below; or (iii) deposited with an overnight delivery service, addressed to the recipient as specified below; or (iv) delivered by

email transmission to the party at the email address listed below, provided that the transmission is followed with a copy sent by overnight delivery to the address specified below. Any notice is effective three (3) days following deposit with the U.S. Postal Service or the day following deposit with the overnight delivery service, as applicable; all other notices are effective upon receipt.

(b) Seller's address for all purposes under this Contract is:

824 Austin St.
Levelland, TX 79336

(c) Purchaser's address for all purposes under this Contract is:

802 Houston St., Ste. 103
Levelland, TX 79336

d) The Title Company's address for all purposes under this Contract is:

Hockley County Abstract, Ltd.
P.O. Box 968
Levelland, TX 79336
(806) 894-6127 phone
(806) 894-8578 fax
hockleyabstract@valornet.com

(e) Either party may designate another address for this Contract by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney or only to the party without also sending a copy to that party's attorney.

Section 10. Entire Agreement. This Contract (including its exhibits) contains the entire agreement between Seller and Purchaser. Oral statements or prior written matters not specifically incorporated into this Contract have no force and effect. No variation, modification, or change to this Contract binds either party unless set forth in a document signed by the parties or their duly authorized agents, officers, or representatives.

Section 11. Seller's Representations and Warranties.

(a) Seller hereby represents and warrants to Purchaser, which representations and warranties shall be deemed made by Seller to Purchaser as of the Effective Date, that to Seller's current actual knowledge:

(1) This Contract and all documents to be executed and delivered by Seller at the Closing are – and at the Closing will be – duly authorized, executed, and delivered, and are – and at the Closing will be – legal, valid, and binding obligations of Seller.

(2) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(b) Whenever the phrases "to Seller's current actual knowledge" or "to the best of Sellers' knowledge" or any similar phrase is used herein, such phrases shall be deemed to mean the present, actual knowledge (as opposed to the imputed or constructive knowledge), without inquiry or investigation, of such fact or condition by Seller.

(c) It shall be a condition precedent to Purchaser's obligation to close the purchase of the Property hereunder that as of the date of Closing, all of Sellers' representations and warranties set forth in Section 11(a) shall be true and correct in all material respects. If the representations and warranties of Seller which to Sellers' actual knowledge were true and correct when made are not true and correct in all material respects on the date of Closing, and such change is not directly attributable to Seller's default under this Contract, then Purchaser may, as its sole and exclusive remedy, elect either (i) to waive such condition and proceed to Closing or, (ii) to terminate this Contract by notice in writing to Seller whereupon the Title Company shall deliver the Earnest Money to Purchaser and neither Seller nor Purchaser shall have any further rights or obligations under this Contract except those that expressly survive termination. Subject to the provisions of Section 11(e), the representations and warranties of Seller made in Section 11(a) shall survive the Closing for a period of six (6) months (the "Survival Period").

(d) Subject to the provisions of Section 11(e), the representations and warranties of Seller made in Section 11(a) shall survive the Closing for a period of six (6) months (the "Survival Period"). Purchaser shall have the right to bring an action against Seller on the breach of an express representation or warranty hereunder, but only on the following conditions: (i) Purchaser first learns of the breach after Closing and files a lawsuit for such action within the Survival Period, (ii) Purchaser shall not have the right to bring a cause of action for a breach of a representation or warranty unless the damage to such party on account of such breach (individually or when combined with damages from other breaches) equals or exceeds \$1,000, and (iii) Purchaser's sole and exclusive remedy in such event shall be an action for actual damages and Purchaser shall not have any right or claim to rescind the purchase of the Property by reason of any such breach. Furthermore, Purchaser agrees that Seller's liability, however and whenever arising, whether based on or through, directly or indirectly, in whole or in part, any default, failure, breach, agreement, representation, warranty, covenant, or indemnification provided herein, at law or in equity, or any other claim or basis arising under this Contract or with respect to the Property, shall not exceed, in the aggregate, \$5,000. Purchaser agrees that, with respect to any alleged breach of representations in this Contract discovered after the Survival Period, the maximum liability of Seller for all such alleged breaches is limited to \$100. The provisions of this Section 11(d) shall survive the Closing.

(e) Notwithstanding anything to the contrary, if any representation or warranty set forth herein is known by Purchaser prior to Closing to be untrue and is not remedied by Seller prior to Closing, Purchaser may as Purchaser's sole and exclusive remedies, elect either (i) to terminate this Contract by notice in writing to Seller on or before Closing whereupon the Title Company shall deliver the Earnest Money to Purchaser and neither Seller nor Purchaser shall have any further rights or obligations under this Contract except those that expressly survive termination, or (ii) to waive such matters and proceed to Closing, in which event any claim that there has been a

breach of such representation or warranty shall be deemed forever waived by Purchaser and such representation and warranty shall not survive the Closing. The provisions of this Section 11 shall survive the Closing.

Section 12. Assigns. This Contract inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. Purchaser may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld in Seller's sole discretion.

Section 13. Effective Date. The date on which the last of Seller and Purchaser signs this Contract is the "Effective Date" of this Contract.

Section 14. Time of the Essence. Time is of the essence in this Contract. Whenever a date specified in this Contract falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day. The term "business day" shall mean any day other than a Saturday, Sunday or a federal holiday.

Section 15. Destruction, Damage, or Taking Before Closing. Before the Closing, Seller bears the risk of loss with regard to the Property. If, before the Closing, any substantial portion of the Property is destroyed or damaged, or becomes subject to a taking by eminent domain, Purchaser or Seller shall have the right to either (a) terminate this Contract upon written notice to the other party, in which event Purchaser shall receive a refund of the Earnest Money, and neither Seller nor Purchaser thereafter shall have any further right or obligation under this Contract unless expressly provided otherwise in this Contract; or (b) proceed with the Closing of the Property with no offset or adjustment to the Purchase Price.

Section 16. AS-IS Sale. Purchaser acknowledges that except for any express warranties and representations contained in this Contract and the warranty of title set forth in the Deed executed by Seller at Closing, Purchaser is not relying on any written, oral, implied, or other representations, statements, or warranties by Seller, any affiliate of Seller or any of their respective employees, officers, directors, partners, members, contractors, consultants or agents (collectively "Seller Parties") or any real estate broker or salesman. All previous written, oral, implied, or other statements, representations, warranties, or agreements, if any, are merged herein. Except as expressly set forth herein, Seller and the Seller Parties shall not have any liability to Purchaser, and Purchaser hereby releases Seller and the Seller Parties from any liability (including, without limitation, contractual and/or statutory actions for contribution or indemnity), for, concerning, or regarding: (a) the nature and condition of the Property, including, without limitation, the suitability thereof for any activity or use; (b) any improvements or substances located thereon; (c) the compliance of the Property with any laws, rules, ordinances, or regulations of any government or other body, (d) the financial earning capacity or history or expense history of the operation of the Property, (e) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, (f) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring or drainage, (g) whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, (h) the existence or non-existence of asbestos, underground or above ground storage tanks, hazardous waste or other toxic or hazardous materials of any kind or any

other environmental condition, (i) the Property's investment potential or resale at any future date, at a profit or otherwise, (j) any tax consequences of ownership of the Property, or (k) any other matter whatsoever affecting the stability, integrity, other condition or status of the land or any buildings or improvements situated on all or part of the Property (collectively, the "Property Conditions"). **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11 OF THIS CONTRACT AND THE WARRANTY OF TITLE SET FORTH IN THE DEED EXECUTED BY SELLER AT CLOSING, SELLER HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE PROPERTY CONDITIONS OR TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. PURCHASER AFFIRMS THAT AS OF THE EXPIRATION OF THE FEASIBILITY PERIOD, IT WILL HAVE: (i) INVESTIGATED AND INSPECTED THE PROPERTY AND BECOME FAMILIAR AND SATISFIED WITH THE PHYSICAL CONDITION OF THE PROPERTY; AND (ii) MADE ITS OWN DETERMINATION AS TO THE MERCHANTABILITY, QUANTITY, QUALITY, AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION AND THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. PURCHASER HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, LESS THE WATER HATER, BACK FENCE AND HVAC SYSTEM THAT SELLER IS REMOVING FROM TRACT TWO (INCLUDING ENVIRONMENTAL CONDITIONS) ON AN "AS IS" "WHERE IS," AND "WITH ALL FAULTS" BASIS. PURCHASER FURTHER ACKNOWLEDGES THAT WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE AND THAT SELLER AND THE SELLER PARTIES DO NOT HAVE, AND WILL NOT UNDER ANY CIRCUMSTANCES HAVE, ANY OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION, OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. PURCHASER AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT, OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY. PURCHASER AND ITS SUCCESSORS AND ASSIGNS HEREBY RELEASE SELLER AND THE SELLER PARTIES OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PURCHASE PRICE, CLAIMS BASED ON THE STRICT LIABILITY OR CONCURRENT NEGLIGENCE OF SELLER OR ANY SELLER PARTY OR ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT PURCHASER OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST SELLER OR ANY SELLER PARTY OR THAT MAY ARISE IN THE FUTURE, BASED IN**

WHOLE OR IN PART, UPON THE PROPERTY CONDITIONS AND/OR THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ., THE RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED, 42 U.S.C. § 6901 ET SEQ., THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., THE TEXAS SOLID WASTE DISPOSAL ACT TEX. HEALTH & SAFETY CODE ANN. § 361 ET SEQ., AND ANY OTHER LOCAL, STATE OR FEDERAL LAW TO WHICH THE PROPERTY IS OR MAY BE SUBJECT. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER FULLY UNDERSTANDS AND ACCEPTS THE PROVISIONS OF THIS DISCLAIMER AND RELEASE. THE PROVISIONS OF THIS SECTION 16 SHALL SURVIVE THE CLOSING.

Section 17. Tax-Deferred Exchange Under I.R.C. § 1031. Seller may structure the sale of the Property as a “deferred” like-kind exchange under Internal Revenue Code § 1031, as amended. Purchaser agrees to cooperate with Seller to permit Seller to accomplish the tax-deferred exchange, but at no additional expense or liability to Purchaser for the tax-deferred exchange, and with no delay in the Closing. Purchaser’s cooperation will include, without limitation, executing such supplemental documents as Seller may reasonably request.

Section 18. Terminology. The captions beside the section numbers of this Contract are for reference only and do not modify or affect this Contract. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular. The term “including” and compounds of the word “include,” when preceding a list shall be deemed to mean “including without limitation.”

Section 19. Governing Law. This Contract is governed by and must be construed in accordance with Texas law.

Section 20. Performance of Contract. The obligations under this Contract are performable in Hockley County, Texas, and any payments under this Contract are to be made in Hockley County, Texas.

Section 21. Venue. The parties consent that venue of any action brought under this Contract will be in Hockley County, Texas, provided that venue is proper in such County.

Section 22. Severability. If any provision in this Contract is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Contract must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Section 23. Rule of Construction. Each party and its counsel have reviewed and revised this Contract. The parties agree that the rule of construction that any ambiguities are to be

resolved against the drafting party must not be employed to interpret this Contract or its amendments or exhibits.

Section 24. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret this Contract, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

Section 25. Independent Contract Consideration. Notwithstanding anything to the contrary, as consideration for holding the Property available for purchase during the Feasibility Period, Seller shall retain \$100.00 of the Earnest Money ("Independent Contract Consideration") even if the Earnest Money is delivered to Purchaser upon a termination of this Contract. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Contract, is nonrefundable, does apply to the Purchase Price, and is fully earned and shall be delivered to Seller upon any termination of this Contract notwithstanding any other provision of this Contract.


Section 26. Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by both Seller and Purchaser.

Section 27. Counterparts. This Contract may be executed by facsimile, email or otherwise in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[signatures on following page]

EXECUTED to be effective as of the Effective Date.

SELLER



PHILIP D. RICKER




ANNA J. RICKER

Date: 3-7-23

PURCHASER

HOCKLEY COUNTY, TEXAS

By: 

SHARLA BALDRIDGE,
County Judge

Date: 3-6-2023

CONTRACT AND EARNEST MONEY RECEIPT

Date: 3-6-23

Receipt of Contract and Earnest Money in the amount of \$ 1500⁰⁰, in the form of Cashier's Check is acknowledged.

By: 

Hockley County Abstract, Ltd.

609 Austin St.

P.O. Box 968

Levelland, TX 79336

(806)894-6127

(806)894-8578 (fax)

hockleyabstract@valornet.com

Notice to Customer

The purchase of an indemnity bond may be required before any cashier's check of this bank will be processed in the event it is lost, misplaced, or stolen.

THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.



234000665

DATE: March 6, 2023

9043211211

Remitter(s): HOCKLEY COUNTY

PAY TO THE ***HOCKLEY COUNTY ABSTRACT***
ORDER OF MEMO: ERNEST MONEY 824 AUSTIN

\$1,500.00

One Thousand Five Hundred Dollars and No Cents

CASHIER'S CHECK



AUTHORIZED SIGNATURE

⑈ 234000665 ⑈

⑆1111319347⑆

072184⑈

Motion by Commissioner Clevenger, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners Court approved the Subdivision Participation and Release Forms concerning opioid settlement with CVS, Allergan, Walmart, and Walgreens. As per EXHIBIT K Subdivision Participation and Release Form recorded below.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: HOCKLEY COUNTY	State: TX
Authorized Signatory: SHARLA BALDRIDGE	
Address 1: 802 HOUSTON ST	
Address 2: STE 101	
City, State, Zip: LEVELLAND TX 79336	
Phone: 806-894-6856	
Email: SBALDRIDGE@HOCKLEYCOUNTY.ORG	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Sharla Baldrige
Name: Sharla Baldrige
Title: Hockley County Judge
Date: 3-6-2023



EXHIBIT K

Subdivision Participation Form

Governmental Entity: HOCKLEY COUNTY	State: TX
Authorized Official: SHARLA BALDRIDGE	
Address 1: 802 HOUSTON ST	
Address 2: STE 101	
City, State, Zip: LEVELLAND TX 79336	
Phone: 806-894-6856	
Email: SBALDRIDGE@HOCKLEYCOUNTY.ORG	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: Sharla Baldrige

Name: Sharla Baldrige

Title: Hockley County Judge

Date: 3-6-2023



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: HOCKLEY COUNTY	State: TX
Authorized Signatory: SHARLA BALDRIDGE	
Address 1: 802 HOUSTON ST	
Address 2: STE 101	
City, State, Zip: LEVELLAND TX 79336	
Phone: 806-894-6856	
Email: SBALDRIDGE@HOCKLEYCOUNTY.ORG	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: Sharla Baldrige

Name: Sharla Baldrige

Title: Hockley County Judge

Date: 3-6-2023



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: HOCKLEY COUNTY	State: TX
Authorized Signatory: SHARLA BALDRIDGE	
Address 1: 802 HOUSTON ST	
Address 2: STE 101	
City, State, Zip: LEVELLAND TX 79336	
Phone: 806-894-6866	
Email: SBALDRIDGE@HOCKLEYCOUNTY.ORG	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Sharla Baldrige

Name: Sharla Baldrige

Title: Hockley County Judge

Date: 3-6-2023



Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the bid for one (1) 2022 or newer 2-ton dump truck, with no trade in, for use in Precinct 4, to be delivered within 90 days from Bruner Motors. As per Bid recorded below.

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 2-14-23

DESCRIPTION 2022 CHEV (5500)

ITEMS: _____

YEARS _____

GROSS BID # 76537⁸⁴

DISCOUNT (If Any) _____

NET BID F.O.B.
HOCKLEY COUNTY, TEXAS _____

EFFECTIVE DATE _____

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variances from specifications (If Any) FOB STEPHENVILLE TX

Signature of Authorized Representative [Signature]

Name of Company BRUNER MOTORS

DATE 2-22-23

[Signature]
COUNTY JUDGE, HOCKLEY COUNTY

Mark Johnson
Bruner Motors
Stephenville, TX



Vehicle Locator

Detail Report for Customer

BRUNER MOTORS, INC.

1615 S LOOP, STEPHENVILLE, TX, 76401

254-968-2135

Customer/Company:

Sales Consultant:

Mark Johnson

Address:

Vehicle #1: 2022 Chevrolet Silverado Medium Duty	VIN/Order #	MSRP	Stock #
	1HTKHPVK5NH519741	\$59,286.64	220235

Additional Vehicle Information

GM Marketing Information

Body Style: CC56403-2WD HD Chassis Regular Cab

PEG: 1WT-1WT

Primary Color: GAZ-Summit White

Trim: H0U-Cloth, Jet Black, Interior Trim

Engine: L5D-Engine, Duramax 6.6L Turbo-Diesel V8

Transmission: MWA-HS A1700HS, PTX (No PTO), GVWR 19.5K Max, GCWR 26K

Options: 066-Rear Axle, 4.10 Ratio

1WT-1WT

5D1-Bumper, Front, Gray

719-Seat Belt, Black

7Y7-Batteries, Heavy-Duty Dual 1100 CCA

9L3-Spare Tire Delete

9L7-Accessory Electrical Switches

A31-Power Windows

AE7-Seats: 40/20/40/ Split Front Bench

AKP-Glass, Solar Absorbing, Tinted

AQQ-Keyless Remote Entry

AU3-Door Locks, Power

AY0-Airbags-frontal, front seat and head-curtain

BG9-Floor Covering: Rubberized Vinyl, Black

BTN-Top Post Threaded, Battery Jump Start Stud

C67-Air Conditioning, Manual

C99-Air Bag Deactivation Switch, Front, Passenger-side

DPN-Mirrors: Camper Style, Black, Man Fold, Pwr, Full Featr

E01-Assist Steps, Black

ER2-Wheelbase 189 Inch 108" CA

F0C-Axle to End of Frame, 49"

F59-Front Stabilizer Bar

FNP-Front Fender Extension, Painted Body Color

FPF-Equipment Emission, Diesel DPF Manual Regeneration

FTC-Front Axle, 6,250 lbs.

FTO-Axle Lubricant, Rear, Synthetic

FTW-Front Suspension, 6,250 lbs.

G68-Shock Absorbers, Rear

G86-Axle-Limited Slip

GAZ-Summit White

GR4-Rear Suspension, 13,500 lbs, Multi-Leaf

GZG-GVW Rating, 19,500 Lbs

H0U-Cloth, Jet Black, Interior Trim

HD1-Rear Axle, 15,000 lb

IOB-Radio, 7" Color Screen, Bluetooth, w/ USB Port

JL1-Integrated Trailer Brake Controller

K34-Cruise Control-Automatic, Electronic

K40-Engine Brake-Exhaust

KBK-Transmission Shift Control Calibration, Performance

KG4-Alternator, 150 AMP

L5D-Engine, Duramax 6.6L Turbo-Diesel V8

MWA-HS A1700HS, PTX (No PTO), GVWR 19.5K

Max, GCWR 26K

N12-Exhaust System, Rear Exit

N4C-Emission, 50 State

NSQ-Front and Rear Fuel Tank, 65 Gallon Total

P0D-Grille Guard Screen, Insect Protection

PD7-Wheel, Spare, Delete

PTX-Engine Control-Power Take-Off (PTO), Controls, Delete

PWR-Wheels, 19.5" x 6.75", Steel, Grey Painted

R6G-26,000 lbs. (11,793 kg) GCWR

R7N-5500 HD Series

SFW-Back-Up Alarm Calibration (SEO)

TR1-Lamps, Rear, Stop

U04-Horn, Single Note

U2J-SiriusXM Satellite Radio, Delete

UDC-Driver Information Center, 3.5" Display

UE0-OnStar Delete

UQ3-Speaker System, 6

UVC-Rear View Camera System

UY7-Trailer Provisions

UZF-Rear Back Up Alarm

V22-Grille-Radiator, Chrome

V76-Recovery Hooks

VK3-License Plate Front Mounting Hardware

XDL-Tires Front 225/70R19.5G HWY, Continental,

Hybrid HS3

YAM-Tires, Rear 225/70R19.5G HWY, Continental,

Hybrid HS3

YK6-SEO Processing Option

ZY1-Paint, Solid

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



Knapheide Truck Equipment - Dallas
 398 N. I-35 Service Road
 Red Oak TX 75154
 Phone: 877-473-5763
 Fax: 972-617-8581
 www.dallas.knapheide.com

QUOTATION

Quote ID: MH00006812

Page 1 of 3

Customer: BRUNER MOTORS
 P.O. BOX 672
 1515 SOUTH LOOP HWY 377
 STEPHENVILLE TX 76401

Quote Number: MH00006812

Quote Date: 2/3/2023

Quote valid until: 3/5/2023

Contact: DWANE HOWELL

Phone: 1-254-968-2135
Fax: 1-254-968-5439

By: Prepared mhensley
PO#: Salesperson: MARK HENSLEY

Enduser:

Make: CHEVROLET	Model: SILVERADO 6500	Year: 2023	Single/Dual: DRW
Cab Type: REGULAR	Wheelbase: 201.0	Cab-to-Axle: 120.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KTEC 92-BDFLHP14SPB	14' SEVERE SMOOTH PLATE 10/07		
1	EWB KSP-01R0	PLATFORM HARNESS NO LIGHTS		
1	KTEC 00-CWT	CERTIFIED WEIGTH TICKET		
1	KTEC 98-BUPHD66	H.D. Bumper for 16-24'Bed		
1	KTEC 92-BHSV60SMALL	Severe Bulkhead CAT 1 60 Tall" DRW# BHSV-SQ1		
1	FAST BPK12112-Q8	BOLT PKG INST.1/2" X1-1/2"		
1	FAST BPKEB38-Q8	BOLT PKG INST.MUD FLAP HARDWAR		
2	KONE 082436-42255	36" MUD FLAP WITH LOGO		
20	REDN 31568	TAPE 6X6X2 CONSPICITY 150'ROLL		
55	SPLY ELECTRICAL	WIRE & ELECTRICAL SUPPLIES		
25	SPLY FUEL-COST	MISC FUEL DELIVERY MATERIALS		
2	STEE 90-35R1	KSH MUD FLAP BRKT REV1		
8	STEE 92-500C	BRKT MTG 3.5 X 14.5 FLAT SS		
2	DEFL KNP5002436RED	MUD FLAP 24 X 36 RED OAK REPLACES BOOM SRI2436F1W12146		
1	HARS RL-E55-07	HOIST		
1	KTEC 19-HMLS8-1030-E	HOIST MT.KIT 10'-30'ELECTRIC		
15	KAUTO HYD-CITGO32	HYDRAULIC OIL		
1	KNAP TBU3618	KNAPHEIDE STEEL UNDER BODY TOOLBOX 36"L X 18"H X 18"D, T-HANDLE LATCH, BLACK - LOOSE		



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QUOTATION

Quote ID: MH00006812

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KTEC IKTBOX-FMT	Frame Mounted Tool Box		
0.1	LAB HANDLE	SHOP TRACKING ONLY (NO CHARGE)		
1	FAST 20-ELC001R0	ELECTRICAL CONNECTION KIT		
1	KTEC 30-SOL24-14	SOLID SIDES 24" TALL, 14' PLAT		
1	KTEC 00-CUSTBLD-CABL	MFG DROP SIDES		
Quote Total:				\$23,651.20
Discount:				\$0.00
Total Due(Sales tax not included):				\$23,651.20

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Notes:

INSTALL ONTO CUSTOMER SUPPLIED CHEVY MEDIUM DUTY 23,500 GVWR

INSTALL 14' SMOOTH STEEL SEVERE SERVICE DUMPING BED

INSTALL ELECTRIC OVER HYDRAULIC HOIST

INSTALL 24" SOLID DROP SIDES AND REAR BARN DOORS

INSTALL UNDERBODY TOOLBOX ON DRIVER SIDE

INSTALL ICC BUMPER

QC AND WEIGHT

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$3,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.
- Knapheide Truck Equipment must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Motion by Commissioner Wisdom, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners Court approved the elections security quotes as submitted by the Elections Administrator. As per Professional Alarm System estimate recorded below.

Professional Alarm System
 Services
 P.O Box 1376
 Wolfforth Texas 79382

Estimate

Date	Estimate #
1/31/2023	646

Name / Address
 Hockley County Courthouse
 802 Houston Street Suite 103
 Levelland, TX 79336

Project

Item	Description	Qty	Rate	Total
	****ANNEX BASEMENT ELECTIONS ****			ANNEX DMV
	****CAMERAS****			
Travel	Travel Time TO LEVELLAND	0.5	100.00	50.00
	****ACCESS****			
Travel	Travel Time TO LEVELLAND	0.5	100.00	50.00
X1	X1 Access Control System	1	765.00	765.00
DELTA5-OSDP	Delta5 Contactless Mullion-Mount Smartcard Reader This reader boasts a thin profile and may be mounted to a standard North American single-gang wall switch box and other flat surfaces. Up to 3" read range. Dimensions: 3" x 4.6" x 0.4". Compatible credentials: DMP DE2 Smartcards and MIFARE DESFire EV1 credentials	1	621.00	621.00
DE2/10	CARD ,MIFARE, SMART CARD 10 PK 13.56MHZ CONTACTLESS DELTA	1	132.48	132.48
0E-RXDST	W Box 0E-RXDST Request-to-Exit PIR Sensor with Sequential Triggering	1	108.00	108.00
SN-EEB2	EMERGENCY EXIT BUTTON WITH TIMER	1	129.20	129.20
SL-SD72051V0	Seco-Larm SD-72051-V0 Key Switch Plate, Single-gang, N.C. Turn-to-Open, Momentary Key Switch	1	135.00	135.00
MISC	18/4 WIRE (500FT)	1	250.00	250.00
1200S	•Non-aluminum parts are plated to resist corrosion •Can be used with any access control system •E-Z mount system, no special tools required •1200 pound minimum holding force •Instant release, no hysteresis •Built-in arc suppression •Single magnetic lock		260.00	260.00
SMP3ET	Altronix SMP3ET Proprietary Power Supply/Charger Kit	2	163.80	327.60
Commercial Labor	Commercial Labor TECH	8	100.00	800.00
Commercial Labor	Commercial Labor HELPER	8	50.00	400.00
IM-1272F1	12V 7AH SLA BATTERY F1	2	43.20	86.40
Shipping	Shipping Charges	1	50.00	50.00
MISC	WIRE, CONNECTORS, PIPE OUTDOOR BOXES	1	100.00	100.00
ADMIN	ADMINISTRATIVE COST	1	40.00	40.00

Thank you for your business.

Total

Phone # 806-702-8972

chris@passwesttexas.com

passwesttexas.com

Professional Alarm System
 Services
 P.O Box 1376
 Wolfforth Texas 79382

Estimate

Date	Estimate #
1/31/2023	646

Name / Address

Hockley County Courthouse
 802 Houston Street Suite 103
 Levelland, TX 79336

Project

Item	Description	Qty	Rate	Total
ACTIVATION FEE	ACTIVATIONS FEE	1	100.00	ANNEX DMV 100.00
2nd Quarter Monitoring	2nd Quarter Monitoring APRIL, MAY, JUNE. (ACCESS FOR 1 DOOR)	3	12.00	36.00

Thank you for your business.

Phone # 806-702-8972

chris@passwesttexas.com

passwesttexas.com

Total

\$4,440.68

Professional Alarm System
 Services
 P.O Box 1376
 Wolfforth Texas 79382

Estimate

Date	Estimate #
1/31/2023	647

Name / Address

Hockley County Courthouse
 802 Houston Street Suite 103
 Levelland, TX 79336
 USA

Project

Item	Description	Qty	Rate	Total
	COURTHOUSE BASEMENT ELECTIONS			Basement
	ACCESS			
Travel	Travel Time TO LEVELLAND TX	0.5	100.00	50.00
X1	X1 Access Control System	1	765.00	765.00
DELTA5-OSDP	Delta5 Contactless Mullion-Mount Smartcard Reader This reader boasts a thin profile and may be mounted to a standard North American single-gang wall switch box and other flat surfaces. Up to 3" read range. Dimensions: 3" x 4.6" x 0.4". Compatible credentials: DMP DE2 Smartcards and MIFARE DESFire EV1 credentials	1	621.00	621.00
DE2/10	CARD ,MIFARE, SMART CARD 10 PK 13.56MHZ CONTACTLESS DELTA	1	132.48	132.48
0E-RXDST	W Box 0E-RXDST Request-to-Exit PIR Sensor with Sequential Triggering	1	108.00	108.00
SN-EEB2	EMERGENCY EXIT BUTTON WITH TIMER	1	129.20	129.20
SL-SD72051V0	Seco-Larm SD-72051-V0 Key Switch Plate, Single-gang, N.C. Turn-to-Open, Momentary Key Switch	1	135.00	135.00
MISC	18/4 WIRE (500FT)	1	250.00	250.00
1200S	•Non-aluminum parts are plated to resist corrosion •Can be used with any access control system •E-Z mount system, no special tools required •1200 pound minimum holding force •Instant release, no hysteresis •Built-in arc suppression •Single magnetic lock	1	260.00	260.00
SMP3ET	Altronix SMP3ET Proprietary Power Supply/Charger Kit	1	163.80	163.80
Commercial Labor	Commercial Labor	8	100.00	800.00
Commercial Labor	Commercial Labor	8	50.00	400.00
IM-1272F1	12V 7AH SLA BATTERY F1	2	43.20	86.40
Shipping	Shipping Charges	1	50.00	50.00
MISC	WIRE, CONNECTORS, PIPE OUTDOOR BOXES	1	100.00	100.00
ADMIN	ADMINISTRATIVE COST	1	40.00	40.00
ACTIVATION FEE	ACTIVATIONS FEE	1	100.00	100.00
2nd Quarter Monitoring	2nd Quarter Monitoring APRIL, MAY, JUNE. (ACCESS FOR 1 DOOR)	3	12.00	36.00

Thank you for your business.

Phone # 806-702-8972

chris@passwesttexas.com

passwesttexas.com

Total

Professional Alarm System
Services
P.O Box 1376
Wolfforth Texas 79382

Estimate

Date	Estimate #
1/31/2023	647

Name / Address

Hockley County Courthouse
802 Houston Street Suite 103
Levelland, TX 79336
USA

Project

Item	Description	Qty	Rate	Total
				Basement

THIS ESTIMATE IS FOR THE ELECTIONS OFFICE DOORS,
CONDITINALS WILL ONLY BE GIVEN TO THE ELECTIONS
ADMINISTRATOR. TECH WILL TRAIN THE ADMISITRATOR.
KEEP IN MIND THESE ARE SMART CARDS AND WILL NOT
WORK ON ANTOHER SYSTEM.
THIS E4STIMATE WILL EXPIRE ON 04/1/2023

Thank you for your business.

Phone # 806-702-8972

chris@passwesttexas.com

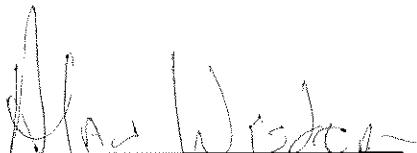
passwesttexas.com

Total


\$4,226.88

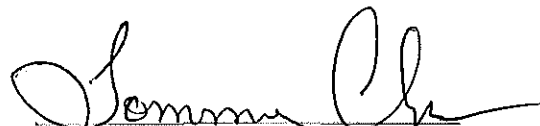
There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 6th day of March, A. D. 2023, 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

