

NOV 15 2012

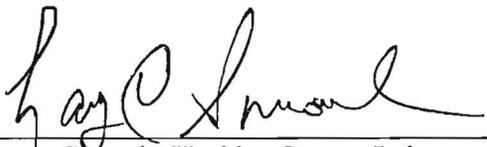
*Irene Gumula*  
Clerk, Hockley County, Texas

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 19<sup>TH</sup> day of NOVEMBER, 2012, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

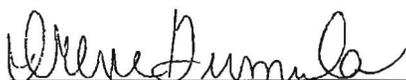
1. Read for approval the minutes of a Special Meeting of the Commissioners Court held Monday, October 29<sup>th</sup>, 2012.
2. Read for approval for monthly bills and claims submitted to the court and dated through November 19<sup>th</sup>, 2012.
3. Canvas ballots from General Election of November 6, 2012.
4. Mayor and Chief of Police from Ropesville, Texas to address the Court regarding Emergency Management and Medical Services.
5. Award bid on Dump Truck for Precinct # 3.
6. Consider and take action to approve investment at Platinum Bank for a 2 year term.
7. Consider and take action on request from Sheriff Elect R.C. Cheek to attend a "New Sheriff's School in Austin, Texas.
8. Consider and take action to approve internet agreement with Windstream Communications.
9. Approve refund on overpaid taxes to Tax Collector's office.

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

BY:   
Larry Sprowls, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 15th day of November, 2012, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 15th day of November, 2012.

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



SPECIAL MEETING  
November 19, 2012

Be it remembered that on this the 19<sup>th</sup> day of November A.D. 2012, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 5<sup>th</sup> day of November A.D. 2012, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through November 19, A.D. 2012, be approved and paid as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court canvass the returns of the General Election which was held on November 6, 2012 in Hockley County and the State of Texas, as per copy of Election Returns recorded below.



## ELECTION DAY

GENERAL ELECTION  
NOVEMBER 6, 2012

<b>PRESIDENT</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>	<b>PROV</b>
MITT ROMNEY/PAUL RYAN	325	225	93	735	589	264	383	23	57	62	48	176	402	72	
BARACK OBAMA/JOE BIDEN	33	33	16	94	115	40	108	1	16	44	6	50	94	13	
GARY JOHNSON/JIM GRAY	2	1	1	11	3	3	9	0	2	0	0	2	4	0	
JILL STEIN/CHERI HONKALA	0	0	0	0	2	1	1	0	0	0	0	0	2	0	
WRITE IN:	0	0	0	2	1	0	0	0	0	0	0	0	1	0	
<b>U S SENATOR</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>	
TED CRUZ	308	213	96	717	552	253	378	20	54	58	41	160	390	68	
PAUL SADLER	35	38	18	92	134	39	95	4	13	40	9	46	87	14	
JOHN JAY MYERS	4	1	0	18	11	4	10	0	3	3	1	13	10	2	
DAVID B. COLLINS	2	2	1	7	3	2	3	0	2	0	1	2	5	1	
<b>U S REPRESENTATIVES, DIST 19</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>	
RANDY NEUGEBAUER	312	211	103	719	578	271	397	24	59	59	44	161	397	70	
RICHARD (CHIP) PETERSON	32	34	10	89	91	21	57	0	8	21	9	46	74	8	
<b>RAILROAD COMMISSIONER</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>	
CHRISTI CRADDICK	301	201	92	693	552	239	363	23	49	51	42	155	368	69	
DALE HENRY	37	35	16	94	107	43	97	1	17	45	8	45	87	12	
VIVEKANANDA (VIK) WALL	2	2	2	13	12	1	7	0	2	1	2	11	9	1	
CHRIS KENNEDY	10	3	1	14	11	6	7	0	1	2	0	6	15	2	
<b>RAILROAD COMMISSIONER, UNEX</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>	
BARRY SMITHERMAN	311	203	94	704	565	245	358	22	52	47	40	153	377	70	
JAIME O PEREZ	19	24	7	48	55	19	63	1	11	29	9	38	57	6	
JOSH WENDEL	7	6	7	18	20	7	11	0	2	1	1	7	13	0	



## ELECTION DAY

GENERAL ELECTION  
NOVEMBER 6, 2012

<b>JUSTICE, SUPREME COURT PLACE 2</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
DON WILLETT	316	209	97	704	570	253	380	22	55	54	41	157	399	66
RS ROBERTO KOELSCH	18	18	11	63	62	17	51	1	9	21	8	35	53	10
<b>JUSTICE, SUPREME COURT PLACE 4</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
JOHN DEVINE	304	200	90	685	552	243	369	23	56	51	40	151	379	70
TIM OXFORD	19	20	9	60	57	17	48	0	8	20	7	34	61	7
CHARLES E. WATERBURY	5	6	9	19	23	7	14	0	1	3	2	10	11	0
<b>JUSTICE, SUPREME COURT PLACE 6</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
NATHAN HECHT	290	191	84	633	503	225	333	22	42	44	39	138	351	63
MICHELE PETTY	42	31	17	114	122	48	105	1	20	49	6	46	97	13
MARK ASH	7	10	5	27	27	7	17	0	4	3	3	18	15	5
JIM CHISHOLM	4	5	5	20	17	3	11	0	3	2	4	1	13	0
<b>PRESIDING JUDGE, COURT OF CRIM</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
SHARON KELLER	289	184	85	645	504	230	338	22	43	50	38	146	348	65
KEITH HAMPTON	42	43	18	109	112	43	88	1	18	45	6	46	94	11
LANCE STOTT	14	11	8	41	52	10	38	0	8	4	6	17	37	6
<b>JUDGE, COURT OF CRIM APPEALS F</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
BARBARA PARKER HERVEY	299	196	91	681	552	239	364	23	55	53	41	150	386	69
MARK W. BENNETT	32	28	16	78	79	28	66	0	10	22	7	43	65	8
<b>JUDGE, COURT OF CRIM APPEALS F</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
ELSA ALCALA	288	191	86	636	526	229	350	20	52	57	35	142	372	65
WILLIAM BRYAN STRANGE III	37	35	21	119	106	38	74	3	14	20	13	51	75	12



## ELECTION DAY

GENERAL ELECTION  
NOVEMBER 6, 2012

	11	14	15	16	21	24	32	33	35	36	43	44	45	46
<b>MEMBER, BOARD OF EDUCATION</b>														
MARTY ROWLEY	298	201	90	678	538	240	361	22	50	50	38	163	380	69
STEVEN D SCHAFERMAN	47	38	19	115	130	44	99	1	18	47	10	48	93	13
<b>STATE SENATOR, DISTRICT 28</b>														
ROBERT DUNCAN	315	207	96	707	584	269	379	24	58	57	42	165	402	68
M J (SMITTY) SMITH	24	30	15	85	79	19	62	0	8	26	10	37	65	11
<b>STATE SENATOR, DISTRICT 88</b>														
KEN KING	315	211	97	743	605	263	400	24	61	63	48	167	424	71
<b>JUSTICE 7TH COURT OF APPEALS DI</b>														
MACKAY K HANCOCK	313	211	98	716	587	257	396	24	60	58	46	168	419	72
<b>JUSTICE 7TH COURT OF APPEALS DI</b>														
PAT PIRTLE	308	208	97	711	584	254	392	24	60	59	46	169	418	70
<b>DISTRICT ATTORNEY, 286TH DISTRICT</b>														
CHRISTOPHER E. DENNIS	314	204	98	706	595	260	392	24	58	57	44	151	417	69
<b>SHERIFF</b>														
R. C. CHEEK	268	169	85	589	468	213	293	16	44	48	22	82	321	52
DAVID KINNEY	79	78	28	223	210	79	180	7	25	41	32	136	156	27



## EARLY VOTING

GENERAL ELECTION  
NOVEMBER 6, 2012

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	EARLY													
2	<b>PRESIDENT</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
3														
4	MITT ROMNEY/PAUL RYAN	72	153	121	291	259	186	195	8	29	38	109	180	216
5	BARACK OBAMA/JOE BIDEN	28	37	26	58	132	42	156	1	16	47	24	99	92
6	GARY JOHNSON/JIM GRAY	2	3	4	3	3	5	4	0	1	1	2	2	5
7	JILL STEIN/CHERI HONKALA	0	1	2	1	0	1	0	0	1	0	2	1	1
8	WRITE IN:	1	2	1	4	0	1	0	0	0	0	1	1	0
9														
10	<b>U S SENATOR</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
11														
12	TED CRUZ	72	151	111	274	272	174	196	24	28	43	102	178	218
13	PAUL SADLER	23	30	30	67	102	32	129	3	14	35	27	85	80
14	JOHN JAY MYERS	6	8	7	8	10	17	13	0	0	3	3	8	9
15	DAVID B. COLLINS	1	1	4	3	2	1	6	0	3	0	0	5	3
16														
17	<b>U S REPRESENTATIVES, DIST 19</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
18														
19	RANDY NEUGEBAUER	80	160	126	287	298	190	240	26	32	49	114	207	239
20	RICHARD (CHIP) PETERSON	17	25	23	50	73	23	72	2	9	20	15	52	52
21														
22	<b>RAILROAD COMMISSIONER</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
23														
24	CHRISTI CRADDICK	68	141	120	262	248	171	195	24	28	35	98	171	202
25	DALE HENRY	24	34	26	60	115	34	131	2	12	39	25	83	82
26	VIVEKANANDA (VIK) WALL	4	6	2	10	6	8	5	1	2	2	3	8	9
27	CHRIS KENNEDY	4	4	5	6	11	7	13	0	1	5	3	9	11
28														
29	<b>RAILROAD COMMISSIONER, UNEX TERM</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
30														
31	BARRY SMITHERMAN	65	141	118	259	259	170	198	24	28	35	102	171	208
32	JAIME O PEREZ	21	27	19	42	95	32	89	2	9	29	15	66	64
33	JOSH WENDEL	4	8	7	10	11	3	9	0	2	1	3	10	9



## EARLY VOTING

GENERAL ELECTION  
NOVEMBER 6, 2012

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
34	<b>JUSTICE, SUPREME COURT PLACE 2</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
35														
36	DON WILLETT	76	156	127	276	285	176	215	24	34	47	105	189	231
37	RS ROBERTO KOELSCH	17	14	20	35	77	26	83	2	5	17	13	54	47
38														
39	<b>JUSTICE, SUPREME COURT PLACE 4</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
40														
41	JOHN DEVINE	73	147	121	264	267	180	205	25	31	43	98	170	223
42	TIM OXFORD	17	22	24	38	72	24	76	2	5	20	15	57	46
43	CHARLES E. WATERBURY	4	5	3	7	21	1	19	0	1	2	6	15	9
44														
45	<b>JUSTICE, SUPREME COURT PLACE 6</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
46														
47	NATHAN HECHT	62	131	98	233	220	163	163	24	26	31	83	147	184
48	MICHELE PETTY	27	36	33	71	127	37	153	3	14	44	29	95	94
49	MARK ASH	6	13	15	21	15	15	17	0	1	3	6	13	14
50	JIM CHISHOLM	4	2	5	4	14	2	8	0	1	3	6	10	7
51														
52	<b>PRESIDING JUDGE, COURT OF CRIM APPEALS</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
53														
54	SHARON KELLER	63	138	106	237	243	170	168	24	29	34	89	162	190
55	KEITH HAMPTON	26	34	32	69	112	34	138	3	12	40	25	91	87
56	LANCE STOTT	9	12	13	23	23	11	36	0	1	7	8	13	24
57														
58	<b>JUDGE, COURT OF CRIM APPEALS PLACE 7</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
59														
60	BARBARA PARKER HERVEY	76	146	120	256	274	170	215	24	30	44	102	177	219
61	MARK W. BENNETT	16	23	28	53	87	34	85	1	8	22	14	64	58
62														
63	<b>JUDGE, COURT OF CRIM APPEALS PLACE 8</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
64														
65	ELSA ALCALA	72	147	113	256	283	178	211	23	29	46	95	174	224
66	WILLIAM BRYAN STRANGE III	22	28	35	56	77	29	89	1	9	19	22	66	53



## EARLY VOTING

## GENERAL ELECTION

NOVEMBER 6, 2012

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
67														
68	<b>MEMBER, BOARD OF EDUCATION DIST 15</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
69														
70	MARTY ROWLEY	71	142	121	261	252	181	190	22	28	41	96	165	206
71	STEVEN D SCHAFFERMAN	26	42	31	73	123	35	152	3	13	40	27	102	91
72														
73	<b>STATE SENATOR, DISTRICT 28</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
74														
75	ROBERT DUNCAN	76	155	121	282	284	192	209	23	33	46	105	189	231
76	M J (SMITTY) SMITH	23	28	26	46	83	20	97	3	7	20	23	61	53
77														
78	<b>STATE SENATOR, DISTRICT 88</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
79														
80	KEN KING	89	162	137	301	327	199	292	25	36	58	113	220	257
81														
82	<b>JUSTICE 7TH COURT OF APPEALS DIST, PLACE 2</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
83														
84	MACKEY K HANCOCK	89	162	139	297	323	194	271	24	36	57	111	218	254
85														
86	<b>JUSTICE 7TH COURT OF APPEALS DIST, PLACE 3</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
87														
88	PAT PIRTLE	88	163	138	294	326	195	261	24	35	57	108	216	253
89														
90	<b>DISTRICT ATTORNEY, 286TH DISTRICT COURT</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
91														
92	CHRISTOPHER E. DENNIS	83	159	137	296	325	193	270	24	36	58	99	208	254
93														
94	<b>SHERIFF</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>
95														
96	R. C. CHEEK	59	127	93	220	239	170	181	8	26	33	49	57	196
97	DAVID KINNEY	37	62	58	120	146	50	144	21	19	38	91	215	97



EARLY AND ELECTION DAY  
COMBINED

GENERAL ELECTION  
NOVEMBER 6, 2012

EARLY AND ELECTION DAY COMBINED															PRO BAL
PRESIDENT	11	14	15	16	21	24	32	33	35	36	43	44	45	46	
MITT ROMNEY/PAUL RYAN	397	378	214	*1026	*849	450	578	49	86	100	157	*357	618	*287	
BARACK OBAMA/JOE BIDEN	61	70	42	*153	247	82	*265	5	32	91	*31	149	*187	71	
GARY JOHNSON/JIM GRAY	4	4	5	14	6	8	13	0	3	1	2	4	9	4	
JILL STEIN/CHERI HONKALA	0	1	2	1	2	2	1	0	1	0	2	1	3	1	
WRITE IN:	1	2	3	6	1	1	0	0	0	0	1	1	1	1	
U S SENATOR	11	14	15	16	21	24	32	33	35	36	43	44	45	46	
TED CRUZ	380	364	207	*991	*825	427	574	44	82	101	143	338	608	*271	
PAUL SADLER	58	68	48	*160	236	71	*225	7	27	75	*37	131	*168	73	
JOHN JAY MYERS	10	9	7	26	21	21	23	0	3	6	4	*22	19	10	
DAVID B. COLLINS	3	3	5	10	5	3	9	0	5	0	1	7	8	4	
U S REPRESENTATIVES, DIST 19	11	14	15	16	21	24	32	33	35	36	43	44	45	46	
RANDY NEUGEBAUER	392	371	229	*1006	*877	461	*638	50	91	108	*159	368	*637	*293	
RICHARD (CHIP) PETERSON	49	59	33	140	164	44	129	2	17	41	24	*99	126	40	
RAILROAD COMMISSIONER	11	14	15	16	21	24	32	33	35	36	43	44	45	46	
CHRISTI CRADDICK	369	342	212	*955	*801	410	558	47	77	86	140	*327	570	*276	
DALE HENRY	61	69	42	154	222	77	*229	3	29	84	*34	128	*170	64	
VIVEKANANDA (VIK) WALL	6	8	4	23	18	9	12	1	4	3	5	19	18	7	
CHRIS KENNEDY	14	7	6	20	22	13	20	0	2	7	3	15	26	6	
RAILROAD COMMISSIONER, UNEX TER	11	14	15	16	21	24	32	33	35	36	43	44	45	46	
BARRY SMITHERMAN	376	344	212	963	*825	415	556	46	80	82	142	*325	585	*280	
JAIME O PEREZ	40	51	26	90	150	51	*153	3	20	58	*25	104	121	32	
JOSH WENDEL	11	14	14	*28	31	10	20	0	4	2	4	17	*23	11	



EARLY AND ELECTION DAY  
COMBINED

GENERAL ELECTION  
NOVEMBER 6, 2012

<b>JUSTICE, SUPREME COURT PLACE 2</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
DON WILLETT	392	365	224	980	*856	429	595	46	89	101	146	*347	630	*284
RS ROBERTO KOELSCH	35	32	31	*98	139	43	*135	3	14	38	*22	89	*101	37
<b>JUSTICE, SUPREME COURT PLACE 4</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
JOHN DEVINE	377	347	211	949	*819	423	574	48	87	94	138	321	602	*276
TIM OXFORD	36	42	33	*99	129	41	*125	2	13	40	*23	*92	*108	36
CHARLES E. WATERBURY	9	11	12	26	44	8	33	0	2	5	8	25	20	11
<b>JUSTICE, SUPREME COURT PLACE 6</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
NATHAN HECHT	352	322	182	866	*723	388	496	46	68	75	122	*286	535	*255
MICHELE PETTY	69	67	50	*186	249	85	*259	4	34	93	*36	141	*192	72
MARK ASH	13	23	20	48	42	22	34	0	5	6	9	31	29	14
JIM CHISHOLM	8	7	10	24	31	5	19	0	4	5	10	21	20	7
<b>PRESIDING JUDGE, COURT OF CRIM AP</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
SHARON KELLER	352	322	191	*883	*747	400	506	46	72	84	127	308	538	*263
KEITH HAMPTON	68	77	50	178	224	77	*227	4	30	85	*32	137	*182	61
LANCE STOTT	23	23	21	64	75	21	74	0	9	11	14	*31	61	20
<b>JUDGE, COURT OF CRIM APPEALS PLA</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
BARBARA PARKER HERVEY	375	342	211	*938	*827	409	579	47	85	97	143	327	605	*279
MARK W. BENNETT	48	54	44	131	166	62	*152	1	18	44	*22	*108	*124	43
<b>JUDGE, COURT OF CRIM APPEALS PLA</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
ELSA ALCALA	360	338	199	*893	*810	407	561	43	81	103	130	316	596	*264
WILLIAM BRYAN STRANGE III	59	63	56	175	183	67	*163	4	23	39	*36	*118	*129	60



EARLY AND ELECTION DAY  
COMBINED

GENERAL ELECTION  
NOVEMBER 6, 2012

	11	14	15	16	21	24	32	33	35	36	43	44	45	46
<b>MEMBER, BOARD OF EDUCATION DIST</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
MARTY ROWLEY	369	343	211	939	*791	421	551	44	78	91	134	*329	586	*267
STEVEN D SCHAFFERMAN	73	80	50	*189	253	79	*251	4	31	87	*38	150	*185	77
<b>STATE SENATOR, DISTRICT 28</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
ROBERT DUNCAN	391	362	217	989	*869	461	*589	47	91	103	147	354	633	*286
M J (SMITTY) SMITH	47	58	41	*132	162	39	159	3	15	46	*34	*99	*119	46
<b>STATE SENATOR, DISTRICT 88</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
KEN KING	404	373	234	*1045	*933	462	*673	49	97	121	*162	*388	681	*303
<b>JUSTICE 7TH COURT OF APPEALS DIST,</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
MACKEY K HANCOCK	402	373	237	*1014	*911	451	*668	48	96	115	*158	*387	673	*302
<b>JUSTICE 7TH COURT OF APPEALS DIST,</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
PAT PIRTLE	396	371	235	*1006	*911	449	*654	48	95	116	*155	*386	671	*298
<b>DISTRICT ATTORNEY, 286TH DISTRICT</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
CHRISTOPHER E. DENNIS	397	363	235	*1003	*921	453	*663	48	94	115	*144	*360	681	*296
<b>SHERIFF</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>24</b>	<b>32</b>	<b>33</b>	<b>35</b>	<b>36</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
R. C. CHEEK	327	396	178	809	*708	383	474	24	70	81	71	139	517	*239
DAVID KINNEY	116	140	86	*344	356	129	*325	28	44	79	*124	*352	*254	107



Commissioners' Court met with the Mayor and Chief of Police from Ropesville, Texas to address the Court regarding Emergency Management and Medical Services. No action taken

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase of a Dump Truck for use in Commissioner Precinct #3, in the amount of One Hundred Thirteen Thousand Nine Hundred Dollars (\$113,900), as per Bid recorded below.



BID FORM

HOCKLEY COUNTY, TEXAS

DATE 11-12-12

DESCRIPTION Dump Truck

ITEMS: \_\_\_\_\_

YEARS 2014

GROSS BID 113,953.00

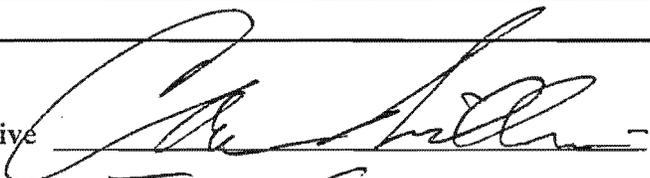
DISCOUNT (If Any) INCLUDED

NET BID F.O.B.  
HOCKLEY COUNTY, TEXAS 113,953.00

EFFECTIVE DATE 11-12-12

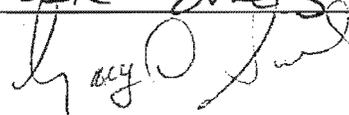
I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variances from specifications (If Any) Delivery - March 2013

Signature of Authorized Representative 

Name of Company Brockner Truck Sales

DATE 11-12-12

  
COUNTY JUDGE, HOCKLEY COUNTY





## PROPOSAL

Especially Prepared For:

COMMISSIONER  
HOCKLEY COUNTY  
802 HOUSTON STREET, SUITE 102  
LEVELLAND, TX 79336

Presented By:

COBE GILLIAM  
BRUCKNER TRUCK SALES, INC.

1125 EAST SLATON HWY.  
LUBBOCK, TEXAS 79404  
cgilliam@brucknertruck.com  
www.brucknertruck.com



Especially Prepared For: COMMISSIONER  
HOCKLEY COUNTY  
802 HOUSTON STREET, SUITE 102  
LEVELLAND, TX 79336

**RE: MACK GRANITE AXLE FORWARD (GU713)**  
DUMP . . . . . On/Off Hwy

COMMISSIONER,

Thank you for the opportunity to review your current truck needs and present this proposal. The accompanying proposal has been prepared to give you the complete specifications and performance details of the unit best suited for your operations. Today, as costs continue to rise, we know you demand a truck that will be the most economical in the long run. Several factors that I believe are important in achieving this goal are:

- \* Improved Fuel Economy
- \* Reduced Maintenance
- \* Improved Productivity
- \* High Resale Value

The enclosed specifications and recommendations have been carefully designed to meet all these objectives. I think that after reviewing this proposal you will come to the same conclusion that so many operators are coming to:

"MACK Has What It Takes!!"

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Sincerely,





# CHASSIS SPECIFICATIONS SUMMARY

November 12, 2012

## 2014 MACK GU713

DUMP . . . . . On/Off Hwy  
STRAIGHT TRUCK WITHOUT TRAILER

Engine	MACK MP7-405M 405HP	Transmission	TM308
		Clutch	CL39DC13 EATON
Front Axle	14,600# FXL14.6	Rear Axle	38,000# S38R Ratio 3.98
Suspension	14,600#	Suspension	38,000# SS38
Tires	Front: 11R24.5 Rear: 11R24.5	Wheels	24.5x8.25 STEEL DISC (10-HOLE) 24.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 52,320#	Fuel Tanks	LH: 88gal
Fifth Wheel		Sleeper	

### PRICING SUMMARY

	<u>List Price</u>
<b>CHASSIS BASE</b>	<b>\$169,891.00</b>
Factory Options	\$7,477.00
Freight	\$1,975.00
Less Additional Factory Rebate	
Sales Allowances	
<b>TOTAL FACTORY</b>	<b>\$179,343.00</b>
Locally Installed Options	\$11,204.00
Soft Products/Bulldog Protection Plans	\$0.00
<b>TOTAL FACTORY &amp; LOCAL</b>	<b>\$190,547.00</b>
Less Customer Discount from List	\$76,879.70
<b>SELLING PRICE (Excluding Taxes/Fees/Trade)</b>	<b>\$113,667.30</b>
Less Trade Allowances per New Vehicle	\$0.00
<b>QUOTED PRICE OR TRADE DIFFERENCE</b>	<b>\$113,667.30</b>
OBD Surcharge	\$590.00
Net FRET or Canadian GST Taxes	\$0.00
Tire Tax Credit (Municipal Only)	(\$304.30)
Sales/Usage Taxes	\$0.00
License/Title/Etc.	
Misc Fees not subject to FRET	
<b>ACQUISITION COST (Include Trade if applies)</b>	<b>\$113,953.00</b>
Less Down Payment	
<b>BALANCE DUE Per Unit</b>	<b>\$113,953.00</b>
<b>PRICE (Total Order)</b>	<b>\$113,953.00</b>
<b>BALANCE DUE (Total Order)</b>	<b>\$113,953.00</b>

**Total Quantity: 1      Estimated Total Weight: 16,759#      Reference#: AADB067714A**

X \_\_\_\_\_  
 Prepared For: \_\_\_\_\_ Customer Signature      Date  
 HOCKLEY COUNTY  
 802 HOUSTON STREET, SUITE 102  
 LEVELLAND, TX 79336  
 Phone: 806-  
 Fax: 806-

X \_\_\_\_\_  
 Presented By: \_\_\_\_\_ Dealer Signature      Date  
 COBE GILLIAM  
 BRUCKNER TRUCK SALES, INC.  
 LUBBOCK, TEXAS 79404  
 800-999-6225  
 cgilliam@brucknertruck.com  
 www.brucknertruck.com





**Prepared For:**

HOCKLEY COUNTY  
 802 HOUSTON STREET, SUITE 102  
 LEVELLAND, TX 79336  
 (806)

**Presented By:**

BRUCKNER TRUCK SALES, INC.  
 1125 EAST SLATON HWY.  
 LUBBOCK, TEXAS 79404  
 800-999-6225  
 cgilliam@brucknertruck.com  
 www.brucknertruck.com

Nov 12, 2012  
 2014 GU713  
 Ref#: ADDB067714A

Description		Front Wt	Rear Wt.	List Price
<b>ORDER/CUSTOMER/VEHICLE INFORMATION</b>				
INITIAL REGISTRATION LOCATION, UNITED STATES, TEXAS	Opt			
IDLE EMISSION CERTIFICATION, IDLE EMISSION CERTIFICATION - CARB 08	Std			
TYPE OF SERVICE, MUNICIPAL	Opt			
VEHICLE APPLICATION CLASS, HEAVY VOCATIONAL - Unlimited operation on concrete, asphalt, or maintained gravel/packed dirt with a maximum 3% grade; limited operation on unmaintained surfaces with maximum 5% grade; limited operation on concrete, asphalt, or maintained gravel/packed dirt with maximum 10% grade. (3 AXLES) 78,000 lbs (35,281 kg) MAX GVW. (4 AXLES) 80,000 lbs (36,288 kg) MAX GVW.	Opt			
CARRIER APPLICATION, WITH CRD150-151, Unlimited miles on 3% grade maintained gravel/packed dirt or paved, Max 15% miles on 10% grade maintained gravel/packed dirt or paved, Max 10% miles on 5% unmaintained, maintained gravel, packed dirt, or paved. 90000# (41000 kg) MAX GCW. (Carrier Code USA-V1)	Std			
VEHICLE TYPE, STRAIGHT TRUCK WITHOUT TRAILER	Std			
VEHICLE USE AND BODY/TRAILER TYPE, DUMP . . . . . On/Off Hwy COMMODITIES, DIRT				
BRAKE - STOPPING DISTANCE, BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)	Std			
FILE STATUS, QUOTE				
PRICE BOOK LEVEL, 2014A PRICE BOOK LEVEL	Std			
PRODUCT TYPE, PRODUCT TYPE - CML64R TRUCK	Opt			
PRODUCT CLASS, PRODUCT CLASS 28	Opt			
BACK OFFICE PROCESS, BACK OFFICE PROCESS	Std			
<b>BVS/FRT AXLE POS/SALES PACKAGES</b>				
CHASSIS (BASE MODEL), GU703 6-WHEEL TRUCK	Std	8441	8027	\$169,891.00
CHASSIS PACKAGING SOLUTIONS, PACKAGE 2A INCLUDES: HHS Emission, B Box RH side Under Cab, Air Tank(s) Under B Box - remaining on rail REQUIRES: 66 or 88 Gallon Sleeved Fuel Tank, and Omit or Isolate RH Tank	Opt			
<b>ENGINE/TRANSMISSION/CLUTCH</b>				
ENGINE, MACK MP7-405M 405 HP @1500-1900 RPM (PEAK) 1480 LB FT. MAX TORQUE @ 1100-1300 RPM	Opt			\$2,088.00
TRANSMISSION, 8 SPEED MANUAL, MACK TM308 (17.77/0.71)	Std			
CLUTCH, MANUAL ADJUSTING, CL39DC13 EATON ADVANTAGE EZ-PEDAL, 9-SPRING, 2-PLATE, 15.5" CERAMIC CLUTCH, 6 PADDLES, MANUAL ADJ	Std			
<b>EXHAUST/EMISSIONS</b>				
DPF, CLEARTECH HHS DPF RH SIDE UNDER CAB W/SCR FRAME MTD RH SIDE	Std			
EXHAUST AFTER-TREATMENT SYSTEM, EXHAUST AFTER-TREATMENT SYSTEM DIESEL PARTIC FILTER CERAMIC	Std			



Description		Front Wt	Rear Wt	List Price
PASSIVE REGEN				
DPF SMART SWITCH, NO INHIBIT DPF REGENERATION SWITCH	Std			
EXHAUST, EXHAUST - SINGLE STANCHION OR SINGLE CAB MTD, SINGLE (R/S) VERT EXHAUST CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	Opt	-47	-3	\$454.00
SINGLE, BRIGHT FINISH HEAT SHIELD, STACK AND SCR COVER	Opt			\$117.00
FURNISH STEEL PAINTED HEAT SHIELD FOR FRAME MTD MACK CAP DPF	Std			
ENGINE EQUIPMENT				
AIR COMPRESSOR, MERITOR/WABCO 318 18.7 CFM	Std			
AIR CLEANER, 11" SINGLE ELEMENT DONALDSON STEEL	Opt			\$142.00
AIR GOVERNOR	Std			
ALTERNATOR, DELCO 12V 130A (24SI) BRUSH-TYPE	Std			
BATTERIES, (3) MACK 12V M/F GROUP 31 650/1950 CCA THREADED STUD TYPE W/KALAS CABLES	Std			
BUG SCREEN, RADIATOR MOUNTED	Std			
TO -34 DEGREES F (-37 DEGREES C)	Std			
MACK COOLANT CONDITIONER	Std			
ENGINE BRAKE, MACK POWERLEASH	Std			
ENGINE BLOCK HEATER, 120V 1500 WATT ENGINE BLOCK HEATER	Opt	4		\$117.00
ENGINE HOSES AND TUBING, SILICONE (DOES NOT INCLUDE HEATER & RADIATOR HOSES)	Std			
FAN DRIVE, BEHR FAN AND ELECTRONIC MODULATING FAN DRIVE	Opt	-12		(\$117.00)
FLYWHEEL HOUSING, LIGHT WEIGHT, ALUMINUM	Std			
FUEL-WATER SEPARATOR, MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)	Std			
HAND PRIMER PUMP	Inc			
HOSES - RADIATOR/HEATER, MACK BRAND EPDM RADIATOR & HEATER HOSES	Std			
OIL PAN, OIL PAN	Std			
OIL PAN HEATER, W/O OIL PAN HEATER	Std			
RADIATOR, ALUMINUM CORE	Std			
STARTER, 12 VOLT DELCO 39MT-MXT	Std			
TRANSMISSION EQUIPMENT/DRIVELINES				
CLUTCH ASSIST (AIR), MECHANICAL CABLE	Std			
CLUTCH PEDAL, OPEN GRATED TYPE	Opt	1		\$7.00
CLUTCH RELEASE HOSE, CLUTCH RELEASE LUBE HOSE	Opt	1		\$13.00
TRANSMISSION BELL HOUSING, ALUMINUM	Std			
DUSTPROOFING	Opt			\$26.00
WITHOUT DRIVESHAFT GUARD FOR CENTER BEARING	Std			
DRIVELINE - MAIN, MERITOR 18 MXL "XTENDED LUBE"	Opt	4	19	\$76.00
DRIVELINE - INTERAXLE, MERITOR 17 MXL "XTENDED LUBE"	Std			
CAB (A thru G)				
MACK (BERGSTROM) INTEGRAL W/HEATER COMBINATION HEATER/DEFROSTER AND CONDITIONER	Std			
AIR RESTRICTION MONITOR (INTAKE), W/O AIR RESTRICTION	Std			



Description		Front Wt	Rear Wt	List Price
MONITOR				
ASH TRAY	Std			
CAB, LH-DRIVE CA68 CONV CAB	Std			
CAB MOUNTING, AIR SUSPENSION	Std			
CERTIFIED WEIGHT	Opt			
CIGAR LIGHTER	Std			
COAT HOOK (2)	Std			
DRIVERS AND PASSENGER SIDE CUP-HOLDERS	Std			
FURN. (1) EXTRA DASH MTD. ROCKER SWITCH (THRU BATTERY) FOR LOCAL INSTALLED ITEMS	Opt	1		\$17.00
PARK BRAKE AND ENGINE RUNNING ACTIVATED	Std			
(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	Std			
DOOR INTERIOR TRIM PANELS, PADDED VINYL WITH ARM REST PADS	Std			
FENDER EXTENSIONS, FENDER EXTENSIONS	Std			
FLOOR COVERING, POLYURETHANE FLOOR MAT	Std			
GAUGE, AIR PRESSURE	Std			
GAUGE, VOLTMETER	Std			
GAUGE CLUSTER, EXHAUST PYROMETER AND TRANSMISSION OIL TEMPERATURE GAUGES	Std			
GAUGE, ENGINE COOLANT TEMPERATURE	Std			
GAUGE, ENGINE OIL PRESSURE	Std			
GAUGE, ENGINE OIL TEMPERATURE	Std			
GAUGES, ENGLISH/METRIC DISPLAY	Std			
WITHOUT REAR AXLE OIL TEMPERATURE GAUGE	Std			
GAUGE, SPEEDOMETER W/TRIP ODOMETER (ELECTRONIC 1% ACCURACY)	Std			
ENGINE TACHOMETER	Std			
GLASS - CAB WINDOW, TINTED WINDSHIELD AND SIDES W/50% TRANSMITTANCE GRAY, TINTED REAR WINDOW	Opt			\$31.00
DIAGONAL GRAB HANDLE ON INSIDE DRIVER'S DOOR	Opt	2		\$53.00
GRILLE - HOOD AIR INTAKE, BRIGHT FINISH GRILLE	Opt			\$28.00
GRILLE, BRIGHT FINISH GRILLE W/O SURROUND RADIATOR MOUNTED	Opt			\$57.00
CAB (H thru R)				
HEADLINER, VINYL COVERED FOAM PADDED HEADLINER	Std			
HOOD AND FENDERS, COMPOSITE MATERIAL	Std			
HOOD INSULATION	Std			
PAINTED HOOD LATCHES	Std			
HORN - AIR, (1) MACK RECTANGULAR SINGLE TRUMPET	Std			
HORN - ELECTRIC, SINGLE TONE	Std			
IDENTIFICATION/CLEARANCE LIGHTS, (5) MARKER AND CLEARANCE, INCANDESCENT, SURFACE MOUNTED	Std			
IN-DASH STORAGE, MEMO AREA AND CLIP	Std			
INSTRUMENT CLUSTER DISPLAY, CO-PILOT DRIVER DISPLAY, ENHANCED 4.5" DIAGONAL LCD DISPLAY W/4-BUTTON STALK CONTROL	Std			



Description		Front Wt	Rear Wt	List Price
INSTRUMENT PANEL, CHARCOAL GRAY	Std			
INTERIOR TRIM (PUREBRED - SLATE GRAY) Vinyl headliner & seat covering, 2 netted storage compartments and center CB radio mounting provisions in overhead console, rear panel with storage pouch, polyurethane floor mat, 2 cup holders, slate gray instrument panel with black gauge bezel, Sandstone door panels & trim, RH door peep window, padded interior sun & visors both sides, 2 spoke slate grey urethane cushion grip steering wheel with Bulldog horn button, adjustable tilt/telescoping steering column, hand crank lh/rh windows, 2 general overhead lights, 1 driver overhead light & 1 map non-glare overhead light, 2 12V power sources, seat belts, lap and shoulder w/cab mtd shoulderbelt, 2 coat hangers, 2 trash bag hooks, RH storage compartment, RH Door Peep Window	Opt			
CHASSIS KEYPED AT RANDOM - 2 KEYS	Std			
LOW AIR PRESSURE INDICATOR LIGHT AND BUZZER	Std			
MIRRORS - EXTERIOR, WEST COAST, RH & LH BRIGHT FINISH MACK BULLDOG HEATED	Opt	2		\$198.00
MIRRORS - CONVEX TYPE, BRIGHT FINISH, LH & RH, 8" DIA. CONVEX	Std			
OVERHEAD CONSOLE, (2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	Std			
PARKING BRAKE ON INDICATOR LIGHT	Std			
POWER OUTLETS, (2) 12-VOLT AUXILIARY POWER OUTLETS - DASH MOUNTED	Std			
AM/FM STEREO CD W/WEATHERBAND	Std			
RADIO - ACC, W/O AUDIO COMMUNICATION CONNECTION	Std			
RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR	Inc			
POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	Std			
CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	Std			
REAR WINDOW (FIXED TYPE)	Std			
CAB (S thru Z)				
SEAT - DRIVER, BOSTROM TALLADEGA 915 (MID-BACK) AIR SUSPENSION	Std			
SEAT - RIDER, MACK FIXED (MID-BACK) NON-SUSPENSION	Std			
SEAT ARM RESTS,				
SEAT COVERING, ALL VINYL DRIVER & RIDER SEATS	Std			
SEAT BELTS, LAP AND SHOULDER W/CAB MOUNTED SHOULDER BELT	Std			
W/O ROOF VENT VENTILATION	Std			
STARTER SWITCH, KEY TYPE	Std			
STEERING COLUMN, ADJUSTABLE TILT TELESCOPE	Std			
STEERING WHEEL, TWO SPOKE URETHANE GRIP PAINTED SPOKES & BULLDOG HORN CAP	Std			
STORAGE POUCH REAR	Std			
SUN VISOR, EXTERIOR, FIBERGLASS (CAB COLOR)	Opt	10		\$262.00
SUN VISOR - INTERIOR, BOTH SIDES (PADDED VINYL)	Std			
TURN SIGNAL SWITCH, SELF CANCELLING TURN SIGNALS	Std			



Description		Front Wt	Rear Wt	List Price
WINDOW CONTROLS, HAND CRANK OPERATION	Std			
WINDSHIELD, 2-PIECE WINDSHIELD	Std			
WINDSHIELD WASHERS, ELECTRIC, WIPER MOUNTED W/RESERVOIR MOUNTED UNDER HOOD	Std			
WINDSHIELD WIPERS, 2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	Std			
<b>FRAME EQUIPMENT/FUEL TANKS</b>				
BUMPER - FRONT, EXT.-SWEPT BACK-STEEL CHANNEL 122.5"X3112 mm BBC	Std			
CROSSMEMBERS, BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL	Std			
CROSSMEMBER (BEHIND REAR AXLE), W/O OPTIONAL CROSSMEMBERS BEHIND REAR AXLE/BOGIE WITHOUT FIFTH WHEEL MOUNTING ANGLES	Std			
FLAPS - MUD (FRONT), BLACK POLYARMOUR MUD FLAP	Std			
FRONT FRAME EXTENSION, 6" BOLT ON FRAME EXTENSION	Std			
TOWING DEVICE - FRONT, HOOKS	Std			
FUEL TANK - LH, 88 GALLON (333 L) STEEL, SLEEVED D-SHAPED	Opt	-18	-21	\$651.00
FUEL TANK - RH, OMIT RH STANDARD	Std			
6.6 GALLON (25 L) 22" DIAMETER TANK LEFT SIDE FRAME MTD WITHOUT DEF TANK COVER	Inc			
W/O FUEL LINE OPTION	Std			
W/O ISOLATED TANK(S)	Std			
RELOCATE FUEL TANK, W/O RELOCATED FUEL TANK(S)	Std			
<b>FRONT AXLE/EQUIPMENT/TIRES</b>				
<b>FRONT AXLE, 14600# (6600kg) MACK FXL14.6</b>	Opt	68		\$1,398.00
FRONT AXLE - TWIN STEER, WITH SINGLE STEER FRONT AXLE	Std			
TIRES BRAND/TYPE - FRONT, BRIDGESTONE - TUBELESS RADIAL PLY, (2) 11R24.5 16 H R250ED (ALL POSITION)	Opt	16		\$342.00
WHEELS - FRONT, STEEL DISC (10-HOLE)	Std			
(2) 24.5x8.25 HAYES LEMMERZ 10-HOLE HUB PILOTED (11 1/4"/286mm BC) (TWO HAND HOLE) HEAVY DUTY	Opt	14		\$3.00
WHEELS - POLISHED (FRONT), W/O FRONT DISC WHEEL BRIGHT FINISH	Std			
BRAKES - FRONT, BENDIX ES165-05D, 16.5" x 5" CAST SPIDER	Std			
BRAKE DRUMS - FRONT, CAST OUTBOARD MOUNTED	Std			
DUST SHIELDS - FRONT BRAKE, FURNISH	Opt	5		\$32.00
HUBS - FRONT, FERROUS	Std			
FAG SCHAEFFLER, FRONT GREASE SEAL	Std			
SHOCK ABSORBERS, FRONT	Std			
SLACK ADJUSTERS - FRONT, GUNITE 2000 - AUTOMATIC	Std			
<b>SPRINGS - FRONT, MACK TAPERLEAF 14600# (6623kg) GROUND LOAD RATING</b>	Inc			
STEERING, SHEPPARD SD110	Std			
<b>REAR AXLE/EQUIPMENT/TIRES/RATIOS</b>				
<b>REAR AXLE/SUSPENSION, 38000# (17237kg) MACK S38R FABRICATED</b>	Std			



Description	Front Wt	Rear Wt	List Price
STEEL HOUSING, SS38 MACK MULTILEAF (CAMELBACK) 38000# CAPACITY			
4S/4M SYSTEM REAR WHEEL END SENSORS	Std		
TIRES BRAND/TYPE - REAR, BRIDGESTONE - TUBELESS RADIAL PLY, (8) 11R24.5 14 G M726EL (TRACTION)	Opt	144	\$672.00
CARRIER/RATIO - REAR AXLE, CRDP150/151, 3.98 RATIO	Opt		
WHEELS - REAR, STEEL DISC (10 HOLE)	Std		
(8) 24.5x8.25 (210 mm) HAYES LEMMERZ 10-HOLE HUB PILOTED (11 1/4"/286 mm BC)(TWO HAND HOLE)	Opt		(\$207.00)
BRAKES - REAR, BENDIX ES165-07D, 16.5x7 CAST SPIDER	Std		
BRAKE DRUMS - REAR, CAST OUTBOARD MOUNTED	Std		
DUST SHIELDS - REAR BRAKE, FURNISH	Opt	10	\$60.00
HUBS - REAR, FERROUS	Std		
OIL SEALS, CHICAGO RAWHIDE (SCOTSEAL)	Std		
SHOCK ABSORBERS (MOUNTED ON FORWARD AXLE EACH SIDE)	Opt	20	\$117.00
SLACK ADJUSTERS - REAR, GUNITE 2000 - AUTOMATIC	Std		
SUSPENSION - AXLE SPACING, 50" AXLE SPACING (BOGIE WHEELBASE)	Std		
SPRINGS, ANTI-SWAY	Std		
SPRING BRAKE CHAMBERS - QUANTITY, (4) DOUBLE DIAPHRAGM TYPE, MECHANICAL SPRING RELEASE, (2) MOUNTED ON EACH AXLE	Std		
SPRING BRAKE CHAMBERS - VENDOR, HALDEX "LIFE SEAL" TYPE	Opt		(\$109.00)
SPRING BRAKE CHAMBERS, TYPE 30/30 REAR	Std		
TRANSVERSE TORQUE ROD (REAR AXLE ONLY)	Opt	66	\$278.00
URETHANE TRUNNION BUSHING	Std		
W/O PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM	Std		
FRAME/WHEELBASE/PLATFORM			
WHEELBASE, 203" (5145 mm) WB 115" CA (2922 mm)	Opt		
PLATFORM, 171" LP (4352 mm) 56" AF (1430 mm) USED WITH 203" WB	Opt	-15	20 (\$121.00)
FRAME RAILS, 11.811" x 3.54" x .37" (300 x 90 x 9.5mm) STEEL Section Modulus: 20.6 cu in/RBM 2,470,000 in lbs per rail	Opt		\$435.00
FRAME REINFORCEMENT - INSIDE, W/O 5MM INSIDE CHANNEL REINFORCEMENT	Std		
AIR/BRAKE			
AIR BRAKE SYSTEM, DUAL	Std		
AIR DRYER, MERITOR/WABCO HEATED AIR DRYER, 1200 W/COALESCING OIL FILTER	Std		
W/O RELOCATED AIR TANKS	Std		
AIR RESERVOIRS, STEEL	Std		
ANTI-LOCK BRAKE SYSTEM, BENDIX WITHOUT TRACTION CONTROL	Std		
AIR CONTROL VALVES - VENDOR, BENDIX SWITCHES AND VALVES WHERE POSSIBLE	Inc		
BRAKE CONTROL VALVE SYSTEM, SINGLE VALVE SYSTEM	Std		
DRAIN VALVES, MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS	Std		



Description	Front Wt	Rear Wt	List Price
<b>TRAILER CONNECTIONS</b>			
TRAILER AIR CONNECTIONS, OMIT TRAILER AIR BRAKE CONNECTIONS	Std		
WITHOUT HOSE TENDER	Std		
TRAILER ELECTRICAL RECEPTACLE, WITHOUT TRAILER ELECTRICAL RECEPTACLE	Std		
OMIT TRAILER CONNECTORS HOLDER	Std		
<b>ELECTRICAL</b>			
BATTERY BOX(ES), STEEL	Std		
BATTERY BOX COVERS, POLISHED ALUMINUM	Opt		\$93.00
BATTERY BOX - MOUNTING, RIGHT HAND UNDER CAB	Std		
BATTERY SHOCK PADS	Opt		\$7.00
CHASSIS & POWER HARNESS WITH STANDARD CASING	Std		
COURTESY LIGHT SWITCH (HEADLAMP AND CLEARANCE)	Std		
ELECTRIC CIRCUIT PROTECTION PACKAGE, ALL CIRCUITS FUSE/BREAKER PROTECTED	Std		
WATERPROOF ELECTRICAL CONNECTIONS SPRAYED W/PROTECTIVE COATING	Std		
"BODY LINK" III W/CAB PASS-THRU	Std		
W/O EMERGENCY STARTING RECEPT.	Std		
HEADLIGHTS, HALOGEN FLUSH	Std		
SIGNAL FLASHER TYPE, TRANSISTORIZED FLASHER FOR TURN SIGNAL	Std		
<b>PAINT</b>			
PAINT - CAB EXTERIOR, SINGLE COLOR, MACK WHITE (HIGH GLOSS)	Std		
PAINT - CAB, URETHANE CLEAR COAT	Opt		\$257.00
PAINT - CHASSIS RUNNING GEAR, MACK BLACK (URETHANE)	Std		
PAINT - BUMPER, SAME AS CHASSIS RUNNING GEAR	Inc		
PAINT - FUEL TANK, SAME AS CHASSIS RUNNING GEAR	Inc		
PAINT - FRONT SPOKE WHEELS, WITHOUT OPTIONAL SPOKE WHEEL PAINT	Std		
WITHOUT OPTIONAL SPOKE WHEEL PAINT	Std		
FRONT WHEELS PRE-FINISHED WHITE	Std		
REAR WHEELS PRE-FINISHED WHITE	Std		
<b>PAINT PROCESS CODES</b>			
SAME COLOR AS CHASSIS RUNNING GEAR (5ZB-A1X)	Inc		
CHASSIS RUNNING GEAR - STD COLOR (MACK BLACK) (6AB-Z1X)	Inc		
SAME COLOR AS CHASSIS RUNNING GEAR (7HB-A1X)	Inc		
W/O CUSTOM PAINT FOR HUB&DRUM/SPOKES (5YB-Z1X)	Inc		
W/O CUSTOM PAINTED FRONT/REAR RIM/WHEEL (6BB-Z1X)	Inc		
<b>PTO/SPECIALTY/ADDITIONAL EQUIPMENT</b>			
PTO - REAR ENGINE (REPTO), WITHOUT REAR ENGINE POWER TAKE OFF	Std		
<b>V-MAC IV PROGRAMMABLE PARAMETERS</b>			
CUSTOMER VEHICLE LIMITING SPEED (MPH) 70 mph			
PEDAL ROAD SPEED LIMITER (MPH)			



Description	Front Wt	Rear Wt	List Price
LGVLS FEATURE ACTIVATION			Omit
LOWER GEAR VEHICLE LIMITING SPEED (MPH)			00 mph
SOFT/SMOOTH RSL FEATURE			
PDLO ENGAGED VLS FEATURE			
PDLO ENGAGED VEHICLE LIMITING SPEED			
CRUISE CONTROL SETTINGS W/O ALLISON TRANS			Std
CRUISE CONTROL MAX SET SPEED (MPH)			65 mph
CRUISE CONTROL MIN SET SPEED (MPH)			20 mph
CRUISE CONTROL AUTORESUME W/CLUTCH			Furnish
CRUISE'N BRAKE ENGAGEMENT DELAY (MPH)			3 mph
SMOOTH CRUISE/RSL			Omit
ENGINE OVERSPEED COMPANY LIMIT (RPM)			2200 rpm
FUELED ENGINE OVERSPEED COMPANY LIMIT (RPM)			2100 rpm
VEHICLE OVERSPEED COMPANY LIMIT (MPH)			75 mph
FUELED VEHICLE OVERSPEED COMPANY LIMIT (MPH)			70 mph
IDLE LOGGING DELAY (MIN)			2
PERIODIC TRIP TYPE			Monthly Trip Summary
PERIODIC TRIP HOUR OF DAY			0 (disable)
PERIODIC TRIP DAY OF WEEK			0 (disable)
PERIODIC TRIP DAY OF MONTH			1
DAYTIME RUNNING LIGHTS W/O OVERRIDE SWITCH			Std
DRL OVERRIDE SWITCH SPEED THRESHOLD (MPH)			00
DRL OVERRIDE SWITCH OFF TIME (MIN)			00 mph
CO-PILOT FLEET TRIP PROGRAMMING ACCESS			Fleet Level
FLEET MANAGEMENT VIA CO-PILOT			Omit
EHT MAX ENGINE SET SPEED (RPM)			2100 rpm
EHT MIN ENGINE SET SPEED (RPM)			700 rpm
EHT VEHICLE SPEED RANGE LIMIT (MPH)			10 mph
EHT RAMP RATE (RPM/Sec)			
EHT SINGLE SPEED CONTROL ACTIVATION			Omit
EHT SINGLE SPEED CONTROL SET SPEED (RPM)			0000 rpm
EHT JUMP-TO-MIN SET SPEED			Omit
EHT HOLD TO NEAREST RPM			
EHT ACCEL-DECEL BUMP-UP RPM			
EHT ACCEL-DECEL BUMP-DOWN RPM			
ENGINE PROTECTION - OIL PRESSURE SHUTDOWN			Furnish
ENGINE PROTECTION - COOLANT LEVEL SHUTDOWN			Omit
ENGINE PROTECTION - COOLANT TEMP SHUTDOWN			Furnish
ENGINE PROTECTION - ENGINE OIL TEMP SHUTDOWN			Furnish
ENGINE PROTECTION TRANS OIL TEMP SHUTDOWN			Furnish
ALLOW FAN OVERRIDE WHEN MOVING			Furnish
FAN OVERRIDE TIME WHEN MOVING (MIN)			1
ALLOW FAN OVERRIDE WHEN PARKED			Omit
FAN ACTIVATION WITH PTO			Omit
AIR CONDITIONING OVERRIDE TIME (SEC)			60



Description	Front Wt	Rear Wt	List Price
FUEL ECONOMY INCENTIVE FOR USE WITH INSTRUMENT CLUSTER DISPLAY (C0J 0002)			
FEI PENALTY TARGET FUEL ECONOMY No Driver Incentive			
FEI PENALTY TARGET FUEL ECONOMY (MPG) 0.0			
FEI PENALTY VEHICLE SPEED DECREASE (MPH) 0 mph			
FEI REWARD TARGET FUEL ECONOMY (MPG) 0.0			
FEI REWARD VEHICLE SPEED INCREASE (MPH) 0 mph			
FEI DISTANCE CALCULATION INTERVAL (Miles) 00			
GOVERNOR SETTINGS FOR USE WITHOUT AUTOMATIC			
TRANSMISSIONS			
GOVERNOR TYPE Min-Max Governor			
ENGINE HIGH IDLE SPEED IN UPPER GEARS 2100			
ENGINE HIGH IDLE SPEED IN UPPER GEARS ENGINE HIGH IDLE SPEED IN UPPER GEARS			
VEHICLE ACCELERATION LIMITING FEATURE			
REDUCED HIGH IDLE IN UPPER GEARS FEATURE			
ENGINE LOW IDLE SET SPEED (RPM) 650 rpm			
DRIVER LOW IDLE ADJUST FEATURE ACTIVATION Omit			
SMART IDLE FEATURE ACTIVATION Omit			
SMART IDLE ELEVATED IDLE RPM TIME (MINS) 10			
IDLE S/D ABS TAMPER CHECK			
IDLE COOLDOWN FEATURE ACTIVATION Omit			
IDLE SHUTDOWN FEATURE ACTIVATION Omit			
IDLE SHUTDOWN TIME (MINS) 10			
IDLE SHUTDOWN WARNING TIME (SECS) 30			
IDLE SHUTDOWN WARM-UP TEMPERATURE (DEG F) 100			
IDLE SHUTDOWN WARM-UP TIMER (MINS) 5			
IDLE S/D OVERRIDE W/EHT Omit			
IDLE S/D OVERRIDE W/PTO Furnish			
IDLE S/D OVERRIDE W/ENGINE LOAD Omit			
IDLE S/D OVERRIDE % ENGINE LOAD THRESHOLD 20			
IDLE S/D CONTROL W/O Idle Shutdown			
IDLE S/D OVERRIDE LOWER TEMP. THRESHOLD (DEG F) 60			
IDLE S/D OVERRIDE UPPER TEMP. THRESHOLD (DEG F) 80			
MAINTENANCE MONITOR FEATURE ACTIVATION Furnish			
MAINTENANCE MONITOR OEM DEFAULT INTERVALS MP Vocational			
MAINTENANCE DUE WARNING PERCENT 90			
PTO 1 MAX ENGINE SET SPEED (RPM) 2100 rpm			
PTO 1 MIN ENGINE SET SPEED (RPM) 600 rpm			
PTO 1 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph			
PTO 1 RAMP RATE (RPM/Sec) 100			
PTO 1 SINGLE SPEED CONTROL ACTIVATION Omit			
PTO 1 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm			
PTO 1 SINGLE SPEED CONTROL AUTOSET Omit			
PTO 1 JUMP-TO-MIN SET SPEED Omit			
PTO 1 VEHICLE LIMITING SPEED (MPH) 60 mph			



Description	Front Wt	Rear Wt	List Price
PTO 1 HOLD TO NEAREST RPM			
PTO 1 ACCEL-DECEL BUMP-UP RPM			
PTO 1 ACCEL-DECEL BUMP-DOWN RPM			
PTO 2 MAX ENGINE SET SPEED (RPM) 2100 rpm			
PTO 2 MIN ENGINE SET SPEED (RPM) 600 rpm			
PTO 2 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph			
PTO 2 RAMP RATE (RPM/Sec) 100			
PTO 2 SINGLE SPEED CONTROL ACTIVATION Omit			
PTO 2 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm			
PTO 2 SINGLE SPEED CONTROL AUTOSET Omit			
PTO 2 JUMP-TO-MIN SET SPEED Omit			
PTO 2 VEHICLE LIMITING SPEED (MPH) 60 mph			
PTO 2 HOLD TO NEAREST RPM			
PTO 2 ACCEL-DECEL BUMP-UP RPM			
PTO 2 ACCEL-DECEL BUMP-DOWN RPM			
SPEED SENSOR TAMPER DETECTION SYSTEM ACTIVATION Furnish			
SPEED SENSOR TAMPER DETECTION TORQUE LIMIT (%) 50			
<b>DEALER INFORMATION</b>			
ENGINE WARRANTY, 2YR/250,000 MILES ENGINE WARRANTY US10		Std	
MANUALS, PEDIGREED PROTECTION PLAN TECH. SERVICE MANUAL PROVIDED		Std	
PILOT INSPECTION, WITHOUT PILOT INSPECTION		Opt	
DEALER PREP			
OX BODY DUMP			\$11,204.00
STANDARD SHIPPING INSTRUCTIONS		Std	\$1,975.00
PERFORMANCE/GRAPHICS/TECH DATA			
AMBIENT TEMPERATURE, 77F (25.0C)		Std	
BACK OF CAB INTERFERENCES, 0.0" (0mm) FROM BACK OF CAB		Inc	
SOFT PRODUCTS/BULLDOG PROTECTION			



THE STATE OF TEXAS:  
COUNTY OF HOCKLEY:

IN THE COMMISSIONERS' COURT  
OF HOCKLEY COUNTY, TEXAS

BID SPECIFICATIONS

Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 10:00 A. M., Monday, November 12, 2012, for the following described equipment to be used in Precinct 3:

New 2013 or newer  
6X4 Dump Truck

Engine - Diesel, 6 cylinder, minimum 11 liter, 400 HP with minimum 1450 Lb Ft Torque  
Must meet current emissions standards  
Engine Brake  
Block Heater

Transmission - Manual, 7-10 speed, capable of shifting without a range split  
- low reduction  
- 1800 series main driveline

Exhaust - Single, Cab mounted to provide minimum back of cab clearance

Air Conditioner and Heater

Heated Mirrors

AM/FM/CD Radio

Driver Seat - Air Ride, Mid back, Vinyl

Passenger Seat - Fixed, Mid back, Vinyl

Exterior Sunvisor

Self-Centering Turn Signals

Minimum 80 gallons of fuel capacity

14,600# rated Front Axle

32,000# minimum rated Rear Axle with Articulating Spring suspension (no 4 spring)

Cast Iron Dual Reduction carriers with ratio to achieve proper engine RPM at 65 MPH

Automatic Power Divider (with no air switch in dash)

11R24.5 Tires with traction lug on rear

Steel wheels, hub piloted

Cast Iron Hubs

Proper wheel base to accommodate 14' Dump Bed with 42" sides

Truck Frame - Single, with Frame rating of minimum 20 cu.in./RBM and 2,400,000  
In.lbs. per rail.

No trailer connections

Cab White

Dump Bed Specifications

12-14 Cubic Yard

14' length

2"x3" Sub-frame

Cab Protector

1/4" Steel Floor

Electric Tarp system

Straight Tailgate w/external bracing

Air Controls

42" sides with Horizontal Side Bracing

3" Bang Boards

No Asphalt Apron

Back-up Alarm

DOT lighting

Bed Color - Black

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



Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2 year investment at Platinum Bank.

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the request from Sheriff Elect R.C. Cheek to attend a New Sheriff's School in Austin, Texas.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve internet agreement with Windstream Communications, as per Agreement recorded below.





Customer Name: Hockley County of
Address for service: 802 Houston St. Ste. 103 Levelland, TX 79336
Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

**CUSTOMER SERVICE AGREEMENT #201211231653**

THIS AGREEMENT ("Agreement") is made and entered into as of 11/15/12 ("Effective Date") by and between Hockley County of ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

- Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.
- Charges for Services; Billing and Payment; Credits.** Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.** For Company's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is without Services. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Company reserves the right to schedule maintenance and upgrades to the network 7days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.
- Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.
- Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
- Credit and Deposits.** Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer.
- Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's



address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.

7. **Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.
8. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.
9. **Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.
10. **Google.** IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT <http://www.windstream.com/legal/Google Apps Premier Edition License.pdf> PRIOR TO USING THE RELEVANT SERVICES. Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.
11. **American Recovery and Reinvestment Act (ARRA).** Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.
12. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.asp>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.
13. **Termination.** Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer



to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

14. Effect of Termination.

a. **Pre-Installation-** If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. **Post-Installation-** CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal *does not* include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.

15. **Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY . CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.**

16. **Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.**

17. **Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY.** Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.



18. **Confidentiality.** Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.
19. **Telephone Numbers.** In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.
20. **Miscellaneous.** (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, [Windstreambusinesscustomersupport@windstream.com](mailto:Windstreambusinesscustomersupport@windstream.com) or at such other address provided to the other party. CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES; (b) Applicable Law: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles; (c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent. Any attempted assignment in violation of this provision is void; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 14 through 20 survive after this Agreement ends; (i) Handwritten Changes: Handwritten changes are not binding on either party; (j) Use of Products in U.S. Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

#### SERVICE SPECIFIC PROVISIONS:

##### *For Dynamic IP Services only:*

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Company Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Company harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Company's dynamic IP service.

##### *For Managed CPE Firewall Services only:*

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Company the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Company and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.





**For Private IP VPN Services only:**

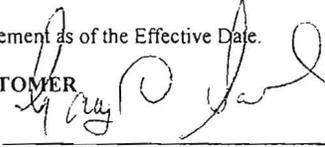
Encryption. For the IPsec Private IP-VPN Managed solution, Company shall provision and maintain the IPsec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

COMPANY

By: \_\_\_\_\_  
Name:  
Title:

CUSTOMER

By:   
Name: **Larry Sprows**  
Title:  
Date:  
Tax ID Number 75-6001001





## Service Schedule: Internet

Company Name: Hockley County of  
 Contact Number: (806) 894-6070

Contract No.: 201211231653  
 Date: 11/13/2012

Term: 36

\* Note: Broadband service and/or tiers not available in all areas.

Description of Service(s)	Quantity	Monthly Service Charge/Unit	Total Monthly Service Charges	Total Non-Recurring Charges	Total Charge
30 mb EIA	1	1500.00	1500.00	0.00	1500.00
<b>Total</b>			\$0.00	\$0.00	\$1500.00

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal.

If this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location and the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) . For existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

Availability and speeds are not guaranteed and are affected by wireless signal strength. Maximum bandwidth for backup is 2 Mb regardless of the amount of bandwidth a customer has. Customer may not remove the wireless card from the service address. Service can be used as a backup for Windstream MPLS, but real time quality of service is not available. Service is for backup purposes only.

Date: 12-19-12

  
 Customer Initials \_\_\_\_\_





# CERTIFICATE OF DELIVERY & ACCEPTANCE

Date: 11/13/2012

Contract No: 201211231653

Congratulations on the installation on your Telephone system. We are pleased that you have chosen Windstream Communications, INC. as the supplier for your telephone communications needs, and we are confident that you will be fully satisfied with your choice.

As you know, any System will require maintenance from time to time. Our service force stands ready to serve whenever you need us. In addition to needing service periodically, you may wish to order additional equipment, lines, and services. Please contact your local service representative if you experience any trouble or have any questions.

If any items of your System remain to be installed or some changes need to be made, please list them below. If nothing needs to be installed or changed, please indicate by writing "NONE" in the space provided. This indicates that the System as installed on the above date is your complete System in accordance with our Purchase Agreement.

The customer acknowledges completion of this project on the basis of the original statement of work. Any changes requested by the customer will be charged accordingly.

**Customer Signature:** 

**Date:** 11-19-12

OUTSTANDING ITEM (S)	COMPLETION DATE
<hr/>	<hr/>





# Letter of Authorization Consenting Release of Customer Proprietary Network Information

(for main billing telephone number:)

**This does not authorize Windstream Communications, Inc. to change local, long distance or any other services.**

This document serves as instructions to all holders of the undersigned's local exchange telecommunications Customer Proprietary Network Information (CPNI) to provide such information to Windstream Communications, Inc., its officer, employees, affiliates, agents, successors or assigns. I understand that this CPNI includes the following information, which can be obtained from the customer service record: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and all pending service order activity.

This Authorization remains in effect until such time as I revoke it directly in writing or appoint another individual/company with such capacity or Windstream Communications, Inc., receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void.

Signature: 

Name (Printed): Larry Sprowls

Title: County Judge

Company: Hockley County of

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

Federal Tax ID Number: 75-6001001

Date: 11/13/2012





## Business Credit Application

Business Name (full legal Name): Hockley County of	Business Phone Number : (806) 894-6070 Name:  Responsible Party Number : (806) 894-9621 Name:  Accounts Payable Number:  Name:
Physical Address (street):	Billing Address (street):
Email Address:	Former/Other billing account (with Windstream or Windstream acquired company):
Company Name: (if DBA)	Application Type: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship/Sole Owner <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Federal Tax ID: 75-6001001	Signature: Date: 11-19-12      Phone: 806-824-1110      ++References not required but may be considered
<b>Personal Guarantee (Complete only if an individual chooses to use their personal credit information as a guarantor)</b> I, _____, residing at _____ for and in consideration of your extending credit at my request to (company name) _____, of which I am (title) _____, hereby personally guarantee payment of all debts owed by the above named company to Windstream Communications Inc., in the event the above named company fails to pay the same. It is understood that this guarantee shall be continuing and irrevocable. I do hereby waive notice of default and consent to any modification or renewal of the credit agreement hereby guaranteed.	
Signature: _____ Social Security # _____ - _____ - _____ Date: _____ Phone: _____ - _____ - _____	
<b>Sales Department Usage Only:</b>	
Estimated One Time and or Recurring Charges: \$ Monthly _____ Install _____	
Sales Rep Name : Brian Pinder      Contact #: Fax #:      Email Address: brian.pinder@windstream.com	
<b>Credit Department Usage Only:</b>	
Date Received:	Date Completed:      Ref./Application #:
Credit Agent :	Credit Decision:      Deposit:      Advance Pay:

Email (attach copy of this application) to WCI Credit Applications@windstream.com. Requests will be completed within a 24-hour timeframe for all applications received by 6:00 PM EST. Please email this form to WCI Credit Applications @windstream.com or fax it to 800-438-6924. Upon completion a credit authorization form will be returned to the appropriate Sales Representative.

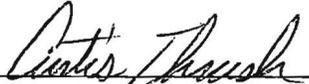


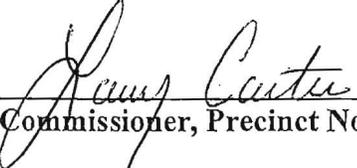
Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of One Thousand Three Hundred Sixty One Dollars and Ninety Two Cents (\$1361.92) to Jimmie Morgan, approve the tax refund in the amount of Six Hundred Dollars (\$600.00) to Kandy Killough as conservator for Lamoine Greener as per request of Debra Bramlett, Tax Assessor/Collector.



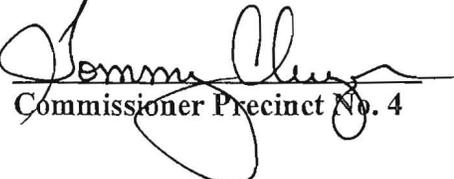
There being no further business to come before the Court, the Judge declared  
Court adjourned, subject to call.

The foregoing Minutes of a Commissioners' Court meeting held on the 19th  
day of November, A. D. 2012, was examined by me and approved.

  
\_\_\_\_\_  
Commissioner, Precinct No. 1

  
\_\_\_\_\_  
Commissioner, Precinct No. 2

  
\_\_\_\_\_  
Commissioner, Precinct No. 3

  
\_\_\_\_\_  
Commissioner Precinct No. 4

  
\_\_\_\_\_  
County Judge

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

