

REGULAR MEETING
OCTOBER 6, 2014

Be it remembered that on this the 6TH day of October A.D. 2014, 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:

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 Carter, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on 22nd day of September, A.D. 2014, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through October 6th, A. D. 2014, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to S. K. Rogers Oil, Inc. to lay, construct, operate and maintain a 3" SOR11 poly pipelines transporting produced water under and across certain county roads, situated in Commissioners' Precinct No. 4, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

Record Petition, Exhibit and Order of the Court

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to S. K. Rogers Oil, Inc. to lay, construct, operate and maintain a 3" Fiberglass pipelines transporting produced water under and across certain county roads, situated in Commissioners' Precinct No. 4, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

Record Petition, Exhibit and Order of the Court

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS

HOCKLEY COUNTY, TEXAS

IN THE MATTER OF APPLICATION OF _____ FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION.

Comes now, the Petitioner, S.K. Rogers Oil, Inc. a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 3" SDR 11 Poly Pipe pipelines under and across certain county roads in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting produced water from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application.

Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipeline undercrossings, cause the very minimum of inconvenience and obstruction of public travel along said roads, and further, shall operate and maintain said pipeline undercrossings in a manner so as not to inconvenience, endanger or obstruct travel along said roads.

2. Upon the completion of each pipeline undercrossing constructed hereunder Petitioner shall immediately back fill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.

3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipeline undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.

4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.

5. Petitioner agrees that if at any time the COUNTY OF HOCKLEY shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this petition, then and in such event, the Petitioner or his assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.

6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute an acceptance of the order entered and of all of the terms and conditions set forth therein.

7. Petitioner agrees that if at any time the COUNTY OF HOCKLEY deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

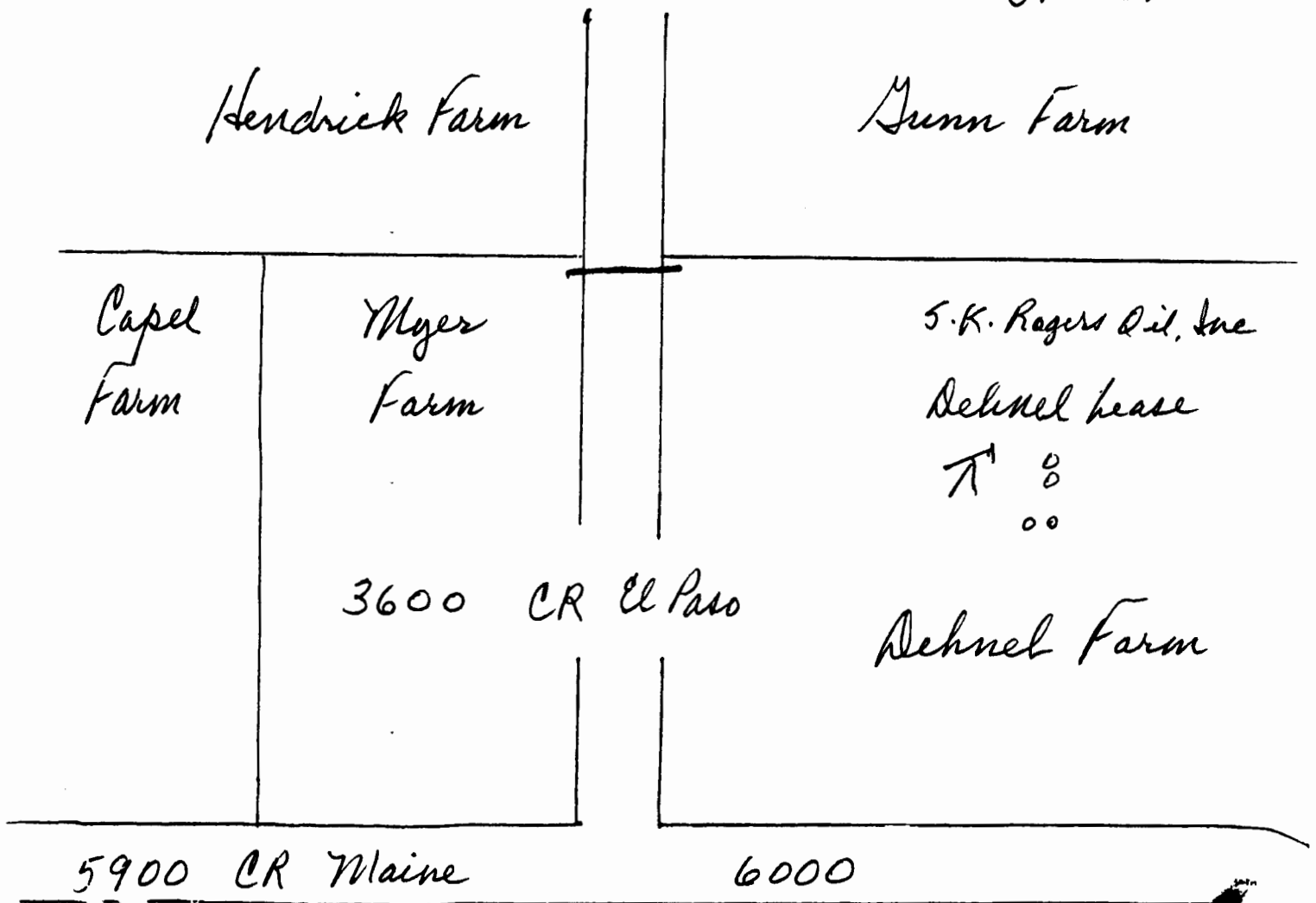
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 18th day of September, 19 2014.

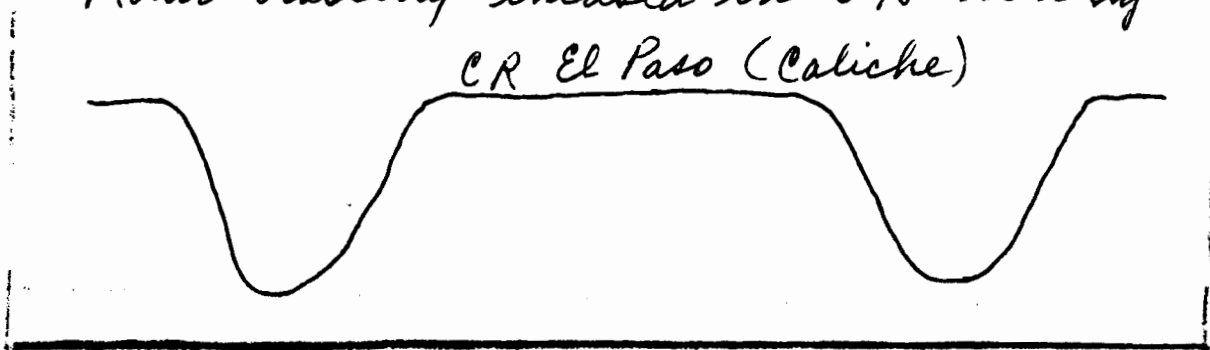
BY Farley Cook

North

Road Bore to Transfer Produced Water to Waterflood Station



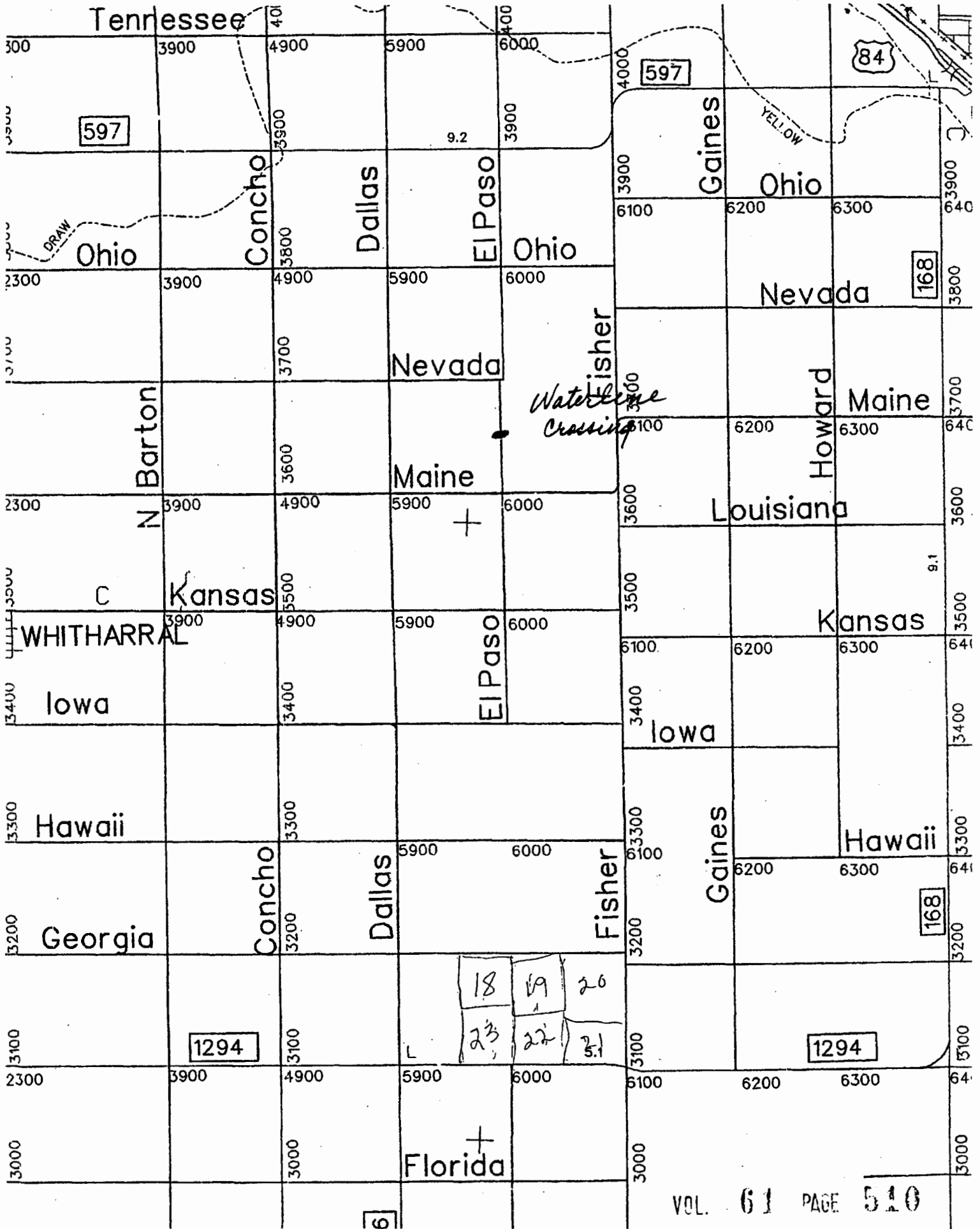
Road Crossing incased in $8\frac{5}{8}$ " steel csg
CR El Paso (Caliche)



CR El Paso - $8\frac{5}{8}$ " Road Bore Sleeve

Dehnel Water Transfer Line North

S.K. Rogers Oil, Inc



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF S.K. ROGERS OIL, INC. FOR AUTHORITY
TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

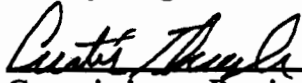
This cause coming on to be upon the petition of S.K. ROGERS OIL, INC. hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, S.K. ROGERS OIL, INC. is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

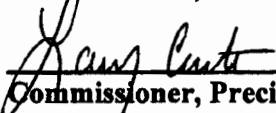
1. The Petitioner shall, in constructing said pipelines undercrossing cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.



County Judge



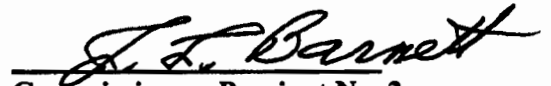
Commissioner, Precinct No. 1



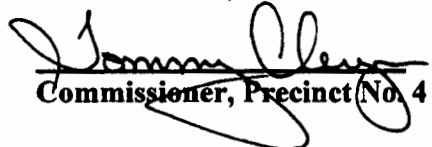
Commissioner, Precinct No. 2

10/6/2014

Date



Commissioner, Precinct No. 3



Commissioner, Precinct No. 4

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS

HOCKLEY COUNTY, TEXAS

IN THE MATTER OF APPLICATION OF _____ FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION.

Comes now, the Petitioner, J.K. Rogers Oil, Inc. a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 3" Fiberglass line pipelines under and across certain county roads in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting oil, gas + prod. waters from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application.

Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

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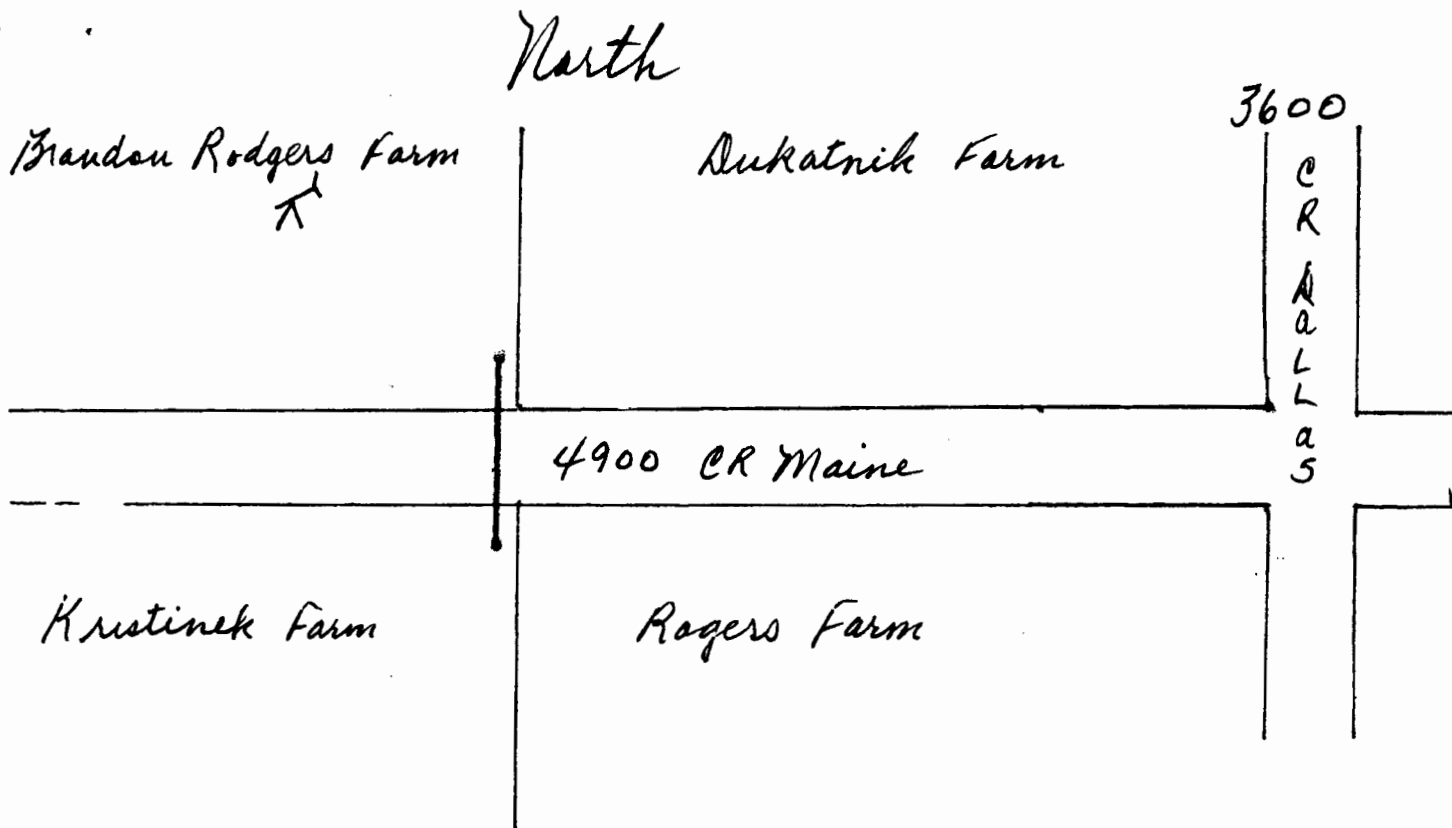
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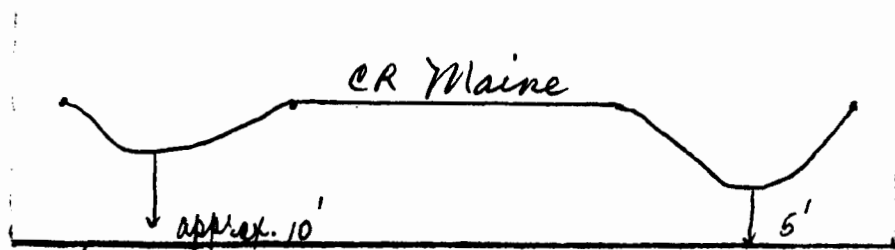
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 18th day of September, 192014.

BY Farley Cook
VOL. 61 PAGE 512



Proposed road base for 5 1/2" sleeve (Steel Casing)



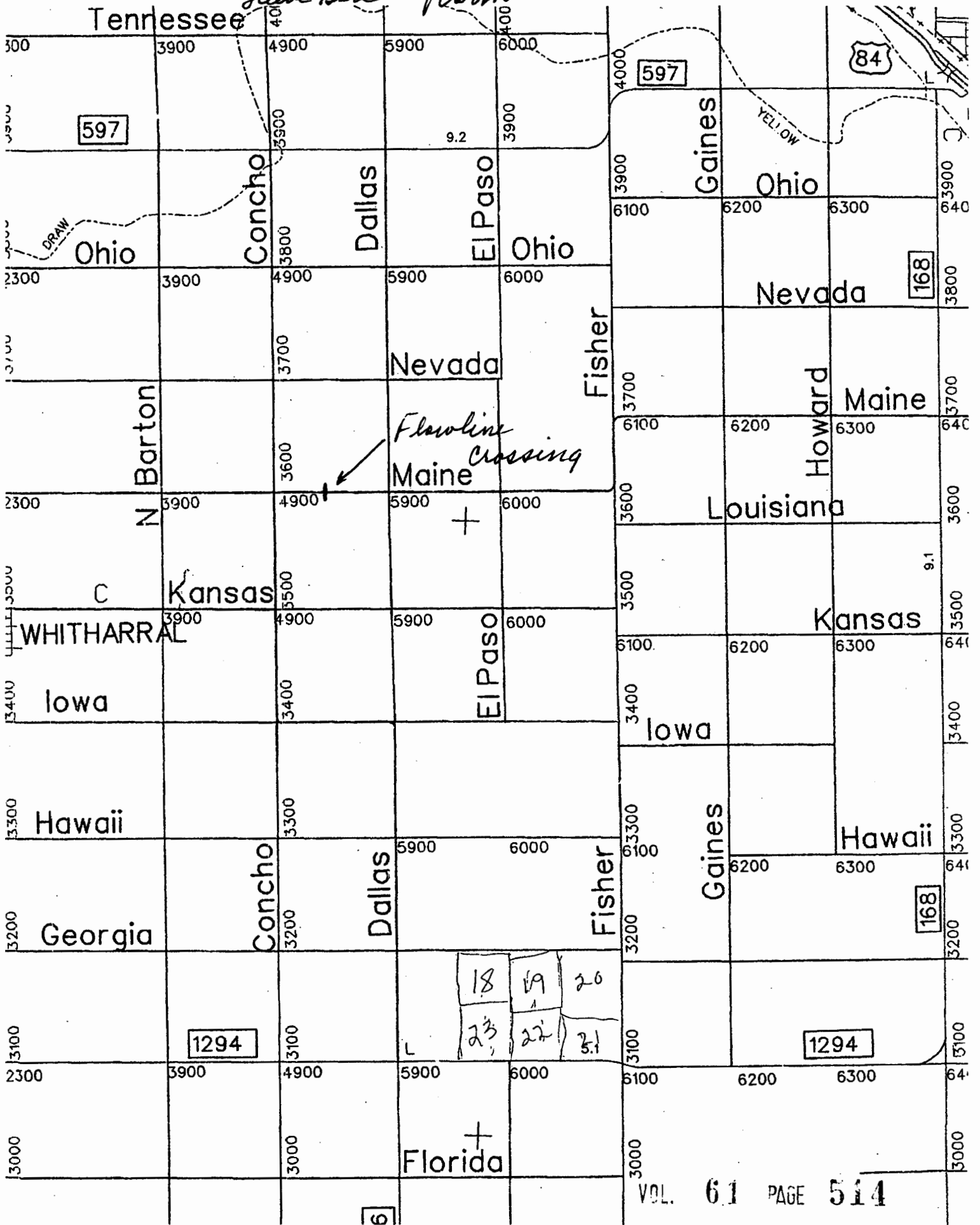
* Bar ditches are at different elevations *

8 5/8" Road Base Sleeve (Steel Casing)

Road Base to bring Oil Well (Esta Mae #1) to tank battery

Esta Mae #1 Flowline
Sleeve Base North

S.K. Rogers Oil, Inc.



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

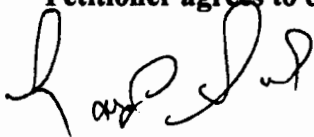
IN THE MATTER OF THE APPLICATION OF S.K. ROGERS OIL, INC. FOR AUTHORITY
TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of S.K. ROGERS OIL, INC. hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

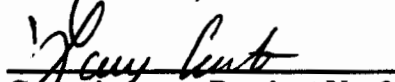
THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, S.K. ROGERS OIL, INC. is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

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County Judge



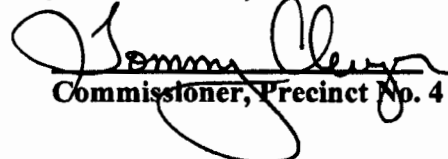
Commissioner, Precinct No. 1

Commissioner, Precinct No. 2

10/6/2014

Date



Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

Rebecca Currington, Public Assistance Administrator reported her September 2014, monthly approvals and denial requests for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of September 2014

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Beatrice Lopez	502 Ave. M	Levelland	Electric	\$ 75.00
Jose Gonzales	303 Ave. B	Levelland	Electric	\$ 75.00
Joana Flores	504 Ave. E	Levelland	Shelter	\$150.00
Sarah Escobar	209 Cactus Dr.	Levelland	Shelter	\$150.00

DENIED APPLICANTS

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

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>
Ida Strickland	2342 Sunrise Ln.	Levelland
Jay Wolf	105 S. Alamo Rd., #93	Levelland
Sarah Escobar	209 Cactus	Levelland

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Treasurers
Monthly Report for the month of July 2014, as per Report recorded below.**

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TREASURER'S JULY 2014 FINANCIAL REPORT

THE STATE OF TEXAS
COUNTY OF HOCKLEY
AFFIDAVIT

The Treasurer's Monthly Report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed By the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hockley County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments Have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)} \$20,134,881.76 Month Ending Balance

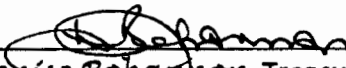
Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements. \$15,512.99 Interest Earned

The Treasurer's Monthly Report has been submitted and the Bank Reconciliation is pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

Therefore, Denise Bohannon, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within And foregoing report is true and correct to the best of her knowledge.

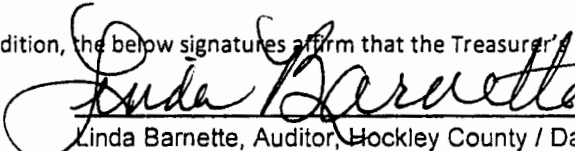
Filed with accompanying vouchers this the 6 day of Oct 2014



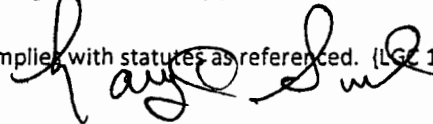
Denise Bohannon, Treasurer, Hockley County

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}


In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}



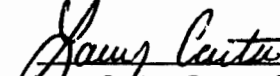
Linda Barnette, Auditor, Hockley County / Date



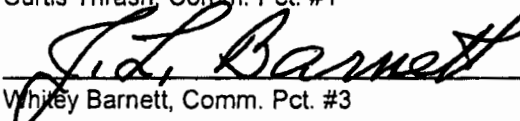
Larry Sprowls, County Judge



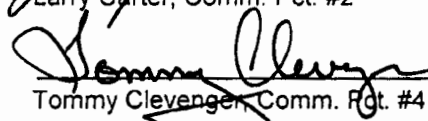
Curtis Thrash, Comm. Pct. #1



Larry Carter, Comm. Pct. #2

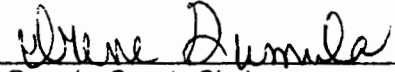


Whitey Barnett, Comm. Pct. #3



Tommy Clevenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 6th day of Oct 2014.



Irene Gumula, County Clerk

Treasurer's Monthly Report
Prepared by Denise Bohannon, Hockley County Treasurer

SECTION 1 – Cash Flow

Pages 1-5 Combined Statement of Cash Receipts and Disbursements
Includes Interest and Bank Service Charge

Pages 6-7 Bank Collateral
Pledged Securities the Banks have pledged on behalf of Hockley County

Page 8 Bond Indebtedness – Mallet Event Center

Page 9 Certificates of Deposit

SECTION 2 – Investments Long Term

Per the Public Funds Investment Act and the Hockley County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed *available* information is provided on a Monthly basis.

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorities. {GC 2256.023}

Investments – Funds are not immediately available – must wait until maturity

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
GRAND TOTALS	20,992,257.09	3,168,013.05	4,025,388.38	20,134,881.76

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2014 083 CA THEFT OF SERVICE CASH	4,511.59	1,730.84	951.41	5,291.02
FUND TOTALS	4,511.59	1,730.84	951.41	5,291.02
2014 084 SHERIFF WORK RELEASE PROGRAM CASH	1,847.40	1.61	.00	1,849.01
FUND TOTALS	1,847.40	1.61	.00	1,849.01
2014 085 HOCKLEY CO GRANTS FUND CASH	10,130.22	7.70	1,747.20	8,390.72
FUND TOTALS	10,130.22	7.70	1,747.20	8,390.72
2014 087 HC JUVENILE PROBATION FEES CASH/AIM	11,949.72	130.56	.00	12,080.28
FUND TOTALS	11,949.72	130.56	.00	12,080.28
2014 088 PAYROLL CLEARING ACCOUNT CASH/ASB	1,153.66	277,553.95	277,599.76	1,207.85
FUND TOTALS	1,153.66	277,553.95	277,599.76	1,207.85
2014 089 SEIZURE PROCEEDS FUND CASH/ASB	42,274.62	731.31	.00	43,005.93
FUND TOTALS	42,274.62	731.31	.00	43,005.93
2014 090 JUVENILE PROBATION FUND CASH/AIM	52,205.50	18,617.93	20,131.94	50,691.49
ACCOUNTS RECEIVABLE	97.75	.00	.00	97.75
FUND TOTALS	52,107.75	18,617.93	20,131.94	50,593.74
2014 091 JUVENILE PROBATION RESTITUTION CASH	10,902.69	9.57	.00	10,912.26
FUND TOTALS	10,902.69	9.57	.00	10,912.26
2014 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB	112,926.94	24,535.27	66,098.58	71,363.63
FUND TOTALS	112,926.94	24,535.27	66,098.58	71,363.63
2014 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB	9,422.73	8.27	.00	9,431.00
FUND TOTALS	9,422.73	8.27	.00	9,431.00
2014 094 COUNTY ATTORNEY RESTITUTION CASH/ASB	9,956.56	1,618.43	343.18	11,231.81
FUND TOTALS	9,956.56	1,618.43	343.18	11,231.81
2014 095 D A RESTITUTION FUND CASH/ASB	3,332.57	470.50	.00	3,803.07
FUND TOTALS	3,332.57	470.50	.00	3,803.07
2014 096 CA/DA PRE-TRIAL DIVERSION FUND CASH	54,649.79	811.46	.00	55,461.25
FUND TOTALS	54,649.79	811.46	.00	55,461.25
2014 098 CLEARING FUND CASH	.07	1,001,250.87	1,001,250.87	.07
FUND TOTALS	.07	1,001,250.87	1,001,250.87	.07

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2014 054 JUSTICE OF PEACE #4	1,842.83	1,459.70	2,645.58	656.95
CASH	1,842.83	1,459.70	2,645.58	656.95
FUND TOTALS	1,842.83	1,459.70	2,645.58	656.95
2014 055 JUSTICE OF PEACE #5	22,328.81	22,852.84	24,985.11	20,196.54
CASH	22,328.81	22,852.84	24,985.11	20,196.54
FUND TOTALS	22,328.81	22,852.84	24,985.11	20,196.54
2014 056 SHERIFF FEE ACCOUNT	1.50	.00	.00	1.50
CASH	1.50	.00	.00	1.50
FUND TOTALS	1.50	.00	.00	1.50
2014 057 SO TRAINING DONATIONS FUND	1,989.07	1.74	.00	1,990.81
CASH/ASB	1,989.07	1.74	.00	1,990.81
FUND TOTALS	1,989.07	1.74	.00	1,990.81
2014 060 I&S FUND: '88 HOSPITAL BOND	37,337.42	16.88	.00	37,354.30
CASH/ASB	37,337.42	16.88	.00	37,354.30
TODA - CD BALANCE	.00	.00	.00	.00
FUND TOTALS	37,337.42	16.88	.00	37,354.30
2014 065 MPEC INTEREST & SINKING FUND	.00	159,900.00	159,900.00	.00
CASH	.00	159,900.00	159,900.00	.00
BUSINESS ELITE SAVINGS ACCT	415,195.85	9,207.10	159,900.00	264,502.95
TDOA - INVESTMENT BALANCE	.00	.00	.00	.00
FUND TOTALS	415,195.85	169,107.10	319,800.00	264,502.95
2014 070 PERMANENT IMPROVEMENT FUND	539,463.52	472.45	4,110.00	535,825.97
CASH/ASB	539,463.52	472.45	4,110.00	535,825.97
FUND TOTALS	539,463.52	472.45	4,110.00	535,825.97
2014 071 HOCKLEY CO ROAD BOND FUND	21,014.45	18.45	.00	21,032.90
CASH/AIM	21,014.45	18.45	.00	21,032.90
TDOA/ASB	.00	.00	.00	.00
FUND TOTALS	21,014.45	18.45	.00	21,032.90
2014 072 MALLET OPERATING FUND	36,729.85	590,973.97	59,048.57	568,655.25
CASH/AIM	36,729.85	590,973.97	59,048.57	568,655.25
FUND TOTALS	36,729.85	590,973.97	59,048.57	568,655.25
2014 079 DA FEDERAL FORFEITED FUNDS	3,540.02	2.98	69.24	3,473.76
CASH	3,540.02	2.98	69.24	3,473.76
FUND TOTALS	3,540.02	2.98	69.24	3,473.76
2014 080 FM & LR FUND	4,450.15	3.90	.00	4,454.05
CASH/AIM	4,450.15	3.90	.00	4,454.05
FUND TOTALS	4,450.15	3.90	.00	4,454.05
2014 081 DA TRUST ACCOUNT	11,440.86	230.00	230.00	11,440.86
CASH/AIM	11,440.86	230.00	230.00	11,440.86
FUND TOTALS	11,440.86	230.00	230.00	11,440.86
2014 082 DA FORFEITURE FUND	13,002.28	11.41	.00	13,013.69
CASH	13,002.28	11.41	.00	13,013.69
FUND TOTALS	13,002.28	11.41	.00	13,013.69

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2014 030 LAW LIBRARY FUND	77,069.94	9,823.58	5,286.20	81,607.32
CASH/AIM	27,454.39	474.32	190.00	27,738.71
FUND TOTALS	27,454.39	474.32	190.00	27,738.71
2014 035 LIBRARY FUND	34,828.07	946.24	14,430.68	21,343.63
CASH/AIM	34,828.07	946.24	14,430.68	21,343.63
FUND TOTALS	34,828.07	946.24	14,430.68	21,343.63
2014 039 DISTRICT CLERK PRESERVATION	31,006.62	159.11	.00	31,165.73
CASH/AIM	31,006.62	159.11	.00	31,165.73
FUND TOTALS	31,006.62	159.11	.00	31,165.73
2014 040 COUNTY CLERK PRESERVATION FUND	106,967.76	7,489.10	.00	114,456.86
CASH/AIM	106,967.76	7,489.10	.00	114,456.86
TDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	106,967.76	7,489.10	.00	114,456.86
2014 041 RECORDS MANAGEMENT OFFICER	11,583.19	926.99	172.16	12,338.02
CASH/AIM	11,583.19	926.99	172.16	12,338.02
FUND TOTALS	11,583.19	926.99	172.16	12,338.02
2014 042 R&B EXTRA FEE ACCOUNT	286,767.54	26,661.25	200,000.00	113,428.79
CASH/ASB	286,767.54	26,661.25	200,000.00	113,428.79
FUND TOTALS	286,767.54	26,661.25	200,000.00	113,428.79
2014 043 COURTHOUSE SECURITY FUND	6,322.13	2,268.81	604.09	7,986.85
CASH/AIM	6,322.13	2,268.81	604.09	7,986.85
FUND TOTALS	6,322.13	2,268.81	604.09	7,986.85
2014 044 JUSTICE COURT TECHNOLOGY FUND	52,719.19	1,857.18	709.49	53,866.88
CASH	52,719.19	1,857.18	709.49	53,866.88
FUND TOTALS	52,719.19	1,857.18	709.49	53,866.88
2014 045 SHERIFF CASH BOND ACCOUNT	53,409.42	.00	.00	53,409.42
CASH	53,409.42	.00	.00	53,409.42
FUND TOTALS	53,409.42	.00	.00	53,409.42
2014 046 COUNTY CLERK CASH BOND ACCT	60,029.02	.00	.00	60,029.02
CASH	60,029.02	.00	.00	60,029.02
FUND TOTALS	60,029.02	.00	.00	60,029.02
2014 047 JP5 CASH BOND ACCOUNT	3,234.71	.00	.00	3,234.71
CASH	3,234.71	.00	.00	3,234.71
FUND TOTALS	3,234.71	.00	.00	3,234.71
2014 048 COUNTY CLERK	34,357.55	27,259.32	34,714.05	26,902.82
CASH	34,357.55	27,259.32	34,714.05	26,902.82
FUND TOTALS	34,357.55	27,259.32	34,714.05	26,902.82
2014 051 JUSTICE OF PEACE #1	4,133.20	5,065.75	3,640.20	5,558.75
CASH	4,133.20	5,065.75	3,640.20	5,558.75
FUND TOTALS	4,133.20	5,065.75	3,640.20	5,558.75
2014 052 JUSTICE OF PEACE #2	1,855.36	1,798.76	3,110.36	543.76
CASH	1,855.36	1,798.76	3,110.36	543.76

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2014 010 GENERAL FUND				
CASH/AIM	4,119,448.13	103,285.19	850,517.68	3,372,215.64
AUDIT CASH ON HAND	.00	.00	.00	.00
TDOA/CD/ASB	.00	.00	.00	.00
FUND TOTALS	4,119,448.13	103,285.19	850,517.68	3,372,215.64
2014 011 AD VALOREM TAX ACCOUNT				
CASH/AIM	37,523.21	31.87	.00	37,555.08
CASH/TO AD VAL EXCESS	1,961,288.25	63,266.11	.00	2,024,554.36
CASH/BE SAVINGS	.00	.00	.00	.00
TDOA - CD/AIM BANK	6,014,808.22	3,707.76	.00	6,018,515.98
TDOA - CD/ PLAT	4,110,872.71	3,767.82	.00	4,114,640.53
FUND TOTALS	12,124,492.39	70,773.56	.00	12,195,265.95
2014 012 OFFICERS SALARY FUND				
CASH/AIM	991,173.32	74,882.55	359,923.22	706,132.65
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	991,173.32	74,882.55	359,923.22	706,132.65
2014 013 AUTO REGISTRATION FUND				
CASH/AIM	563,238.70	230.25	520,000.00	43,468.95
FUND TOTALS	563,238.70	230.25	520,000.00	43,468.95
2014 014 INDIGENT HEALTH CARE FUND				
CASH/AIM	58,317.34	67.10	6,462.16	51,922.28
FUND TOTALS	58,317.34	67.10	6,462.16	51,922.28
2014 016 HOCKLEY COUNTY: LEOSE FUND				
CASH/AIM	17,650.61	15.50	.00	17,666.11
FUND TOTALS	17,650.61	15.50	.00	17,666.11
2014 017 JURY FUND				
CASH/AIM	108,743.53	442.51	23,805.50	85,380.54
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	108,743.53	442.51	23,805.50	85,380.54
2014 021 ROAD & BRIDGE #1				
CASH/AIM	157,992.88	180,195.72	51,470.35	286,718.25
CASH/LAT1 AIM	12,122.17	.00	.00	12,122.17
FUND TOTALS	170,115.05	180,195.72	51,470.35	298,840.42
2014 022 ROAD & BRIDGE #2				
CASH/AIM	172,189.76	180,262.56	48,117.73	304,334.59
CASH/LATRD2/AIM	73,589.93	.00	.00	73,589.93
FUND TOTALS	245,779.69	180,262.56	48,117.73	377,924.52
2014 023 ROAD & BRIDGE #3				
CASH/ASB	225,143.98	180,268.06	45,680.94	359,731.10
CASH/LATRD3	26,676.87	.00	.00	26,676.87
FUND TOTALS	251,820.85	180,268.06	45,680.94	386,407.97
2014 024 ROAD & BRIDGE #4				
CASH/ASB	105,012.98	180,129.95	77,542.13	207,600.80
CASH/LATRD4	11,223.49	.00	.00	11,223.49
FUND TOTALS	116,236.47	180,129.95	77,542.13	218,824.29
2014 025 ROAD & BRIDGE #5				
CASH/AIM	77,069.94	9,823.58	5,286.20	81,607.32

Investment Portfolio Pledged Securities
 AIM BANK
 LITTLEFIELD, TX

In Trader (pledged)
 Last : 06/30/2014
 As-of: 07/31/2014
 2AIM 1018373

Sec ID	Ticket	Security Description Line 1	Security Description Line 2	Safeguarding Agent	Rate	Maturity	Grp	Original Face S & P	Par/Curr Face Moody	Priced Pledged	Book Value	Market Value	
PLEGGED TO: hockc *HOCKLEY COUNTY													
3128LLV86		FHLMC #2B0639 ARM		THE INDEPENDENT BANKERSBANK				2,000,000.00		07/28/2014	1,279,495.64		
TIB	213001965			2.292	06/01/2042	305		1,221,502.18		01/30/2013	1,273,666.97		
3138A45N1		FNMA #AH3552		THE INDEPENDENT BANKERSBANK				2,100,000.00		07/28/2014	1,050,503.77		
TIB	164027666			3.5	02/01/2026	305		984,968.90		01/30/2013	1,040,455.02		
3138E4YC9		FNMA #AK0706		THE INDEPENDENT BANKERSBANK				2,222,500.00		07/28/2014	1,430,755.08		
TIB	164028308			3.5	02/01/2027	305		1,340,171.28		04/03/2013	1,415,666.96		
3138E4YC9		FNMA #AK0706		THE INDEPENDENT BANKERSBANK				3,250,000.00		07/28/2014	2,091,644.40		
TIB	164028413			3.5	02/01/2027	305		1,959,755.53		01/30/2013	2,070,154.16		
3138EGSH8		FNMA #AL0519		THE INDEPENDENT BANKERSBANK				2,500,000.00		07/28/2014	1,515,760.24		
TIB	164024507			4	03/01/2026	305		1,405,157.53		05/22/2012	1,502,903.44		
3138EJNE4		FNMA #AL2188 ARM		THE INDEPENDENT BANKERSBANK				2,900,000.00		07/28/2014	1,763,563.65		
TIB	164027988			2.359	06/01/2042	305		1,676,658.14		01/30/2013	1,747,063.60		
31418AF78		FNMA #MA1089		THE INDEPENDENT BANKERSBANK				2,850,000.00		07/28/2014	2,215,782.97		
TIB	164027935			4	06/01/2032	305		2,040,909.14		01/30/2013	2,184,894.20		
31418AH76		FNMA #MA1153		THE INDEPENDENT BANKERSBANK				4,000,000.00		07/28/2014	2,791,820.80		
TIB	164029358			3	08/01/2022	305		2,637,336.36		01/30/2013	2,746,008.45		
31418AJ33		FNMA #MA1181		THE INDEPENDENT BANKERSBANK				4,950,000.00		07/28/2014	3,610,144.54		
TIB	164029593			3	09/01/2022	305		3,407,593.02		01/30/2013	3,547,939.71		
31418AK80		FNMA #MA1218		THE INDEPENDENT BANKERSBANK				3,950,000.00		07/28/2014	2,932,565.41		
TIB	164029389			3	10/01/2022	305		2,768,201.63		01/30/2013	2,882,127.19		
31418ATJ7		FNMA #MA1452		THE INDEPENDENT BANKERSBANK				1,270,760.00		07/28/2014	1,066,773.43		
TIB	219000475			3	05/01/2023	305		1,016,160.27		03/05/2014	1,058,246.14		
31419AY35		FNMA POOL AE0729		THE INDEPENDENT BANKERSBANK				2,100,000.00		07/28/2014	1,187,523.96		
TIB	164024025			4	01/01/2026	305		1,108,182.43		05/22/2012	1,185,085.61		
TOTAL FOR PLEDGE ID hockc													
										Orig Face: 34,093,260.00	Current Face: 21,566,595.41	Market: 22,654,212.45	Book: 22,936,333.89



Partner

Trusted

The information contained herein; while believed to be reliable, is not guaranteed.
 For assistance please contact TIB Investment Portfolio (972) 650-6078.

From: Stephen Gutleber <SGutleber@platinumbanktexas.com>
 To: Denise <hockleytreasurer@aol.com>
 Cc: Judy Rountree <Jroutree@platinumbanktexas.com>
 Subject: July Pledge Agreement
 Date: Mon, Aug 11, 2014 9:28 am
 Attachments: July_Statement.pdf (433K)

Denise,

Please find July's pledge information.

Thanks,

**Platinum Bank
Pledge Agreement Summary
As of 7/31/14**

Adm. Office Location
 Hockley County
 200 Houston Street
 Levelland, TX 79316

Pledge Agreement Collateralized By

Account Balance		Type	Issuer	DUAC Number	Par Amount	Interest Rate	Maturity Date	Current Market Value
CD # 3365	\$ 2,079,069.26	MSB	FDIC	123456789	200,000.00	2.000%	01/01/17	878,044.83
CD # 3367	\$ 2,068,077.84	MSB	FDIC	987654321	775,000.00	4.000%	3/15/2021	602,840.07
	\$ 4,147,147.10	MSB	FDIC	123456789	1,190,000.00	4.000%	10/01/2019	774,870.98
		MLN	JEFFERSON TX CO	475214033	400,000.00	3.500%	01/15/2015	450,270.00
		MLN	LITTLE LEE TX	807990102	200,000.00	2.500%	01/01/21	204,000.00
		MLN	MAY BEARD TX CO	617462874	300,000.00	3.000%	01/15/2012	311,900.00
		MLN	ROSENBERG TX	677028003	300,000.00	4.000%	01/01/15	330,444.15
		MLN	WEATHERFORD TX	754710010	300,000.00	4.000%	01/01/15	324,900.00
								Total Securities Pledged 4,082,629.07

FDIC Coverage	200,000.00
Total Securities Pledged	\$ 4,082,629.07
Excess Coverage	\$ (127,202.21)

INVESTMENT SECURITY'S ARE NOT FDIC INSURED



Stephen Gutleber
 Financial Analyst / Banking Officer
 sgutleber@platinumbanktexas.com
 www.platinumbanktexas.com

VOL. 61 PAGE 527

TREASURER'S JULY 2014 FINANCIAL REPORT

HOCKLEY COUNTY Mallet Event Center and Arena
 \$14,515,000 - Bond Issue - 10 Year Repayment
 Fund 065, Series 2009 3.04%

FYE	Previous Balance Outstanding	Principal Payment Due	Interest Payment Due	Current Balance Outstanding
2010	\$17,636,079.00	\$1,185,000.00	\$312,878.88	
PD				\$15,871,600.00
2011	\$15,871,600.00	\$1,255,000.00	\$508,100.00	
PD				\$14,108,500.00
2012	\$14,108,500.00	\$1,305,000.00	\$456,900.00	
PD				\$12,346,600.00
2013	\$12,346,600.00	\$1,360,000.00	\$403,600.00	
PD				\$10,583,000.00
2014	\$10,583,000.00	\$1,415,000.00	\$348,100.00	
				\$8,819,900.00
2015	\$8,819,900.00	\$1,475,000.00	\$290,300.00	
				\$7,054,600.00
2016	\$7,054,600.00	\$1,535,000.00	\$230,100.00	
				\$5,289,500.00
2017	\$5,289,500.00	\$1,595,000.00	\$167,500.00	
				\$3,527,000.00
2018	\$3,527,000.00	\$1,660,000.00	\$102,400.00	
				\$1,764,600.00
2019	\$1,764,600.00	\$1,730,000.00	\$34,600.00	
				\$0.00

*Principal Payments Due Annually
 **Interest Payments are Due Semi-annually

Treasurer's Monthly Report
 Prepared by Denise Bohannon, Hockley County Treasurer

Certificates of Deposit										
Purchase Date	Account	Bank	Beginning Amount	Maturity Date	Interest Rate	Interest Paid	Month's Interest Earned	Current Bal		
11/26/2012	011-AdValorem	Plat/567	\$2,000,000.00	11/26/2014	1.15%	Monthly	\$1,908.70	\$2,038,273.64		
11/26/2012	011-AdValorme	Plat/565	\$2,000,000.00	11/26/2014	1.10%	Monthly	\$1,859.12	\$2,076,366.26		
11/28/2011	060-I&S Hosp. Bd. 011-AdValorem	Aim	\$36,481.21	11/28/2014	0.55%	Monthly	\$16.88	\$37,354.30		
2/19/2014	011-AdValorem Excess	Aim	3,000,000.00	8/19/2014	0.75%	Monthly	\$1,853.88	\$3,009,257.99		
2/19/2014	011-AdValorem Excess	Aim	3,000,000.00	11/19/2014	0.75%	Monthly	\$1,853.88	\$3,009,257.99		

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Five Hundred Two Dollars and Fifty Nine Cents (\$502.59) to Thomas Torres, approve the tax refund in the amount of One Thousand Two Hundred and Two Dollars and Eighty Cents (\$1202.80) to Shirley Hancock, as per request of Debra Bramlett, Tax Assessor/Collector .

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the grant to Hockley County Senior Citizens in the amount of \$937.50 for the Home-Delivered Meal Grant Program, as per Resolution Authorizing County Grant and Resolution recorded below.



TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS:
HOME DELIVERED MEAL GRANT PROGRAM

TODD STAPLES, COMMISSIONER

RESOLUTION AUTHORIZING COUNTY GRANT

A RESOLUTION OF THE COUNTY OF HOCKLEY TEXAS (County) CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO HOCKLEY COUNTY SENIOR CITIZENS ASSOCIATION, INC., (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

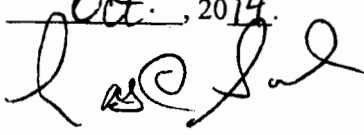
SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$937.50 to be used between the:

30th of November, 2014 and the 31st of August, 2015.
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 6th day of Oct., 2014.



Signature of Authorized Official

County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

RESOLUTION

WHEREAS, Hockley County Senior Citizens Levelland, Texas, home-delivers nutritious meals to homebound elderly and disabled citizens of Hockley County; and

WHEREAS, these meals are essential factor in permitting these homebound citizens to remain in their own homes;

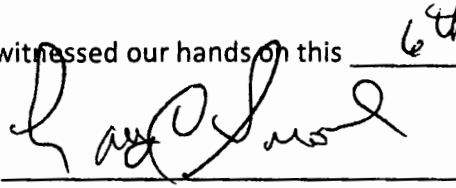
WHEREAS, many of these citizens might otherwise have to enter nursing homes at significant cost to the taxpayers of his state; and

WHEREAS, the Texans Feeding Texans Home-Delivered Meal Grant Program of the Texas Department of Agriculture is important to the ability of Community Services Agency of South Texas to continue providing sustenance; and


WHEREAS, the Commissioners Court of Hockley County has also provided a grant to Community Services Agency;

NOW, THEREFORE, we the members of the commissioners Court of Hockley County urge our State Senator and Representatives to continue funding this program at no less than its current level.

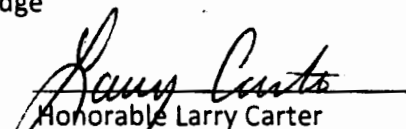
Accepted, Approved and witnessed our hands on this 6th day of October 2014.



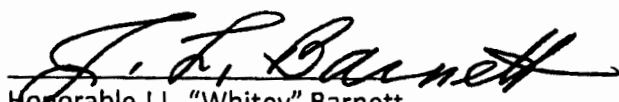
Honorable Larry D. Sprowls
County Judge



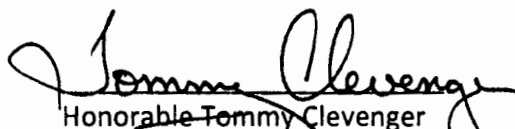
Honorable Curtis Thrash
Commissioner, Pct. 1



Honorable Larry Carter
Commissioner, Pct. 2




Honorable J.L. "Whitey" Barnett
Commissioner, Pct. 3



Honorable Tommy Clevenger
Commissioner, Pct. 4

ATTEST



Honorable Irene Gumula
Hockley County Court

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase of two
motor graders through the Buy Board for use in Precinct #2, as per Quotes
recorded below.**



Quote 154399-02

September 15, 2014

HOCKLEY COUNTY 2
BOARD OF COUNTY COMMISSIONERS
802 HOUSTON ST STE 103
LEVELLAND,
Texas
79336-3706

Attention: LARRY CARTER

Dear LARRY CARTER,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 140M3 Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:C65026 SERIAL NUMBER:TBA YEAR:2014

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.
Sincerely,

Brian Hutcheson
Machine Sales Representative

MACHINE SPECIFICATIONS

Description

140M3 MOTOR GRADER
 CHROME MOLDBOARD, 14' PLUS
 COLD WEATHER PACKAGE
 LINES, STANDARD W/O ACCUMULATOR
 PRECLEANER, NON SY-KLONE
 BASE+2 (FL,RIP)
 STARTER, ELECTRIC, HEAVY DUTY
 LIGHTS, FRONT HEADLIGHTS, HIGH
 CAB, PLUS (STANDARD GLASS)
 CAB, PLUS (INTERIOR)
 SEAT BELT
 PRODUCT LINK, SATELLITE PL321
 TIRES, 14.00 * 24 Radials * MP
 GUARD GP, HITCH
 LANGUAGE, ENGLISH
 DECALS, ENGLISH (U.S.)
 ANTIFREEZE WINDSHIELD WASHER
 LIGHTS, WORKING, PLUS
 CAMERA, REAR VISION
 MIRRORS, OUTSIDE MOUNTED
 GUARD, TRANSMISSION
 HEATER, ENGINE COOLANT, 120V
 AM/FM Radio

Buyboard Sell Price	\$252,500.00
Less Gross Trade Allowance (140M B9D1927)	(\$176,500.00)
Trade Difference	\$ 76,000.00
Guaranteed Minimum Repurchase	(\$173,000.00)
Total Cost	(\$97,000.00)

WARRANTY

Extended Warranty: Warren CAT Tier IV Governmental 5 YEAR or 5000 HOUR (whichever comes first) Full Machine Warranty Including Travel Time and Mileage for Warrantable Repairs.

Accepted by Harry Carter on 10/16/2014
Ray Carter Signature

The following details shall be provided with any BuyBoard purchase order (Fax Purchase Order to (800)211-5454

BuyBoard Vendor: <u>YELLOWHOUSE MACHINERY COMPANY</u>	Prepared By: <u>HOWARD GARLINGTON</u>
[Address P.O. to:] <u>3405 E SLATON HWY</u>	Vendor Phone: <u>806-763-0473</u>
<u>LUBBOCK, TEXAS 79404</u>	Vendor Fax: <u>806-763-0331</u>
	Vendor Toll Free: <u>800-658-9878</u>
	Date Prepared: <u>9/22/2014</u>
Government Agency: <u>HOCKLEY COUNTY PRECINCT 3</u>	Gov. Agency: <u>HOCKLEY COUNTY PRECINCT 3</u>
[Ship to:] <u>802 HOUSTON STE. 102</u>	[Bill to:] <u>802 HOUSTON STE. 102</u>
<u>LEVELLAND, TX 79336</u>	<u>LEVELLAND, TX 79336</u>
Contacts Name: <u>WHITEY BARNETT</u>	Gov. Agn. Phone No: <u>(806)894-4092</u>
Product Description: <u>8460T 770G MOTOR GRADER</u>	G. A. Fax No: <u>(806)894-6820</u>

I. BuyBoard Contract #126-01 Price List: \$289,750.00 Base Price \$ 289,750.00

II. Base Bid Option: (Itemize Below)

* 1010 STANDARD HYD CNTRLS	\$ -	* 1140 9.0L FT4 ENGINE	\$ 47,208.00
* 1240 200 AMP ALTERNATOR	\$ 850.00	* 1320 NO QUICK SERVICE	\$ -
* 1410 STD FUEL LINES	\$ -		\$ -
* 1610 HYD PUMP DISCONNECT	\$ 167.00	* 1710 JDLINK 5 YEARS	\$ 1,232.00
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* 2070 14X27X1 MB	\$ 1,779.00	* 2575 NOT TOPCON READY	\$ -
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* 6750 NO FRT ATTACH	\$ -	* 7160 DLX LIGHTING PKG W/ HAL	\$ 1,543.00
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* 9280 SMV SIGN WITH BRACKET	\$ 77.00	* 9360 heater eng coolant. 120v	\$ 310.00
Subtotal	\$ 6,990.00	Subtotal	\$ 73,587.00

Contract List Price Total \$ 80,577.00

III: Subtotal of I + II => \$ 370,327.00

IV: Discount. ##### BuyBoard Contract Price: \$ 259,228.90

V: Non-Base Options (Itemize below)	NON-BASE =	-0.09	%
* 6 YEAR 5000 HOUR	\$ -	CONFIGURATION DISCOUNT	\$ (22,228.90)
* FULL MACHINE WARRANTY	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
Subtotal	\$ -	Subtotal	\$ (22,228.90)

VI: Unpublished Options added to Contract Price (Subtotal of Col 1 & Col 2) \$ (22,228.90)

VII: Total IV + VI \$ 237,000.00

VIII: Quantity Ordered Units: 1 x "E" \$ 237,000.00

IX: Trade-in or other Credit(s)
2010 JOHN DEERE 770G S/N 627952 \$ (166,000.00)

X: TOTAL PURCHASE PRICE INCLUDING VIII + IX \$ 71,000.00
5 YEAR 5000 HOUR REPURCHASE PRICE IS \$165,000.00

HOCKLEY COUNTY PRECINCT 3
JOHN DEERE TANDEM DRIVE MOTORGRADER

TOTAL COST BID
22 SEPTEMBER 2014

NO. 1	MANUFACTURER <u>JOHN DEERE</u> MODEL <u>770G</u>	\$ <u>237,000.00</u>
NO. 2	TRADE-IN: 2010 JOHN DEERE S/N 627952	\$(166,000.00)
NO. 3	AMOUNT PAID TO BIDDER	
		\$ <u>71,000.00</u>
NO. 4	GUARANTEED MAINTENANCE (From delivery to 5 years or 5,000 hours, whichever comes first)	\$ <u>0.00</u>
NO. 5	TOTAL ITEM 3 PLUS ITEM 4	\$ <u>71,000.00</u>
NO. 6	GUARANTEED MINIMUM VALUE (The amount bidder guarantees to give to HOCKLEY COUNTY at 5 years or 5,000 hours, whichever comes first)	\$(<u>155,000.00</u>)
NO. 7	TOTAL ITEM 5 LESS ITEM 6	\$(<u>84,000.00</u>)

DELIVERY DATE: 90-120 DAYS

NAME OF COMPANY BIDDING: YELLOWHOUSE MACHINERY CO.

ADDRESS: P.O. BOX 5419
LUBBOCK, TEXAS 79408

AUTHORIZED REPRESENTATIVE: HOWARD GARLINGTON

SIGNED BY: Howard Garlington
HOWARD GARLINGTON

TITLE: TERRITORY SALES MANAGER

CONDITIONS OF AGREEMENT ON GUARANTEED
MAINTENANCE FOR HOCKLEY COUNTY # 3
JOHN DEERE 770G

THE JOHN DEERE MOTOR GRADER WILL HAVE A \$0.00 GUARANTEED MAINTENANCE FROM DELIVERY TO 5 YEARS OR 5,000 HOURS WHICHEVER COMES FIRST, UNDER THE FOLLOWING CONDITIONS:

ITEM #1: MACHINE TO BE EQUIPPED AS PER GENERAL BID SPECIFICATIONS ACCORDING TO HOCKLEY COUNTY, WITH BIDDERS STANDARD FACTORY GUARANTEE.

TWELVE MONTHS OF JOHN DEERE "BASIC" MACHINE WARRANTY AND SIXTY MONTHS OF FULL MACHINE WARRANTY OR 5,000 HOURS WHICHEVER COMES FIRST.

- ITEM #2:
- A. GUARANTEED MAINTENANCE TO BE FOR A PERIOD OF FIVE (5) YEARS FROM THE RECEIVING DATE OF THE EQUIPMENT, INCLUDING THE FACTORY WARRANTY PERIOD OR 5,000 HOURS OF OPERATION, WHICHEVER COMES FIRST: AMOUNT \$0.00.00.
 - B. GUARANTEED MAINTENANCE SHALL INCLUDE ALL PARTS AND LABOR EXCEPT THE FOLLOWING:
 - 1. GLASS, FILTERS, FAN BELTS, CUTTING EDGES, TEETH, LUBRICATING OIL, ELECTRICAL SYSTEM, AIR CONDITIONING, TRAVEL TIME AND MILEAGE, ANY TRUCKING CHARGES AND OTHER ITEMS NORMALLY CONSUMED IN A DAY TO DAY OPERATION.
 - 2. DAMAGE RESULTING FROM FIRE, WINDSTORM, FLOOD AND RISING WATER, THEFT, VANDALISM, ABUSE AND NEGLECT.
 - C. THE BIDDER GUARANTEES THAT THE COST OF REPAIRS, INCLUDED IN GUARANTEED MAINTENANCE FOR THE PERIOD STATED IN ITEM #2 OF THE ABOVE QUOTATION REPRESENT THE MAXIMUM AMOUNT THAT HOCKLEY COUNTY WILL HAVE TO PAY. ANY SUCH REPAIR COST IN EXCESS OF THIS AMOUNT WILL BE PAID BY THE BIDDER. IF THE COST OF GUARANTEED MAINTENANCE DURING THE PERIOD STATED IN THE BID ABOVE, THE COUNTY WILL PAY ONLY THE ACTUAL COST.
 - D. ALL GUARANTEED MAINTENANCE SHALL BE PERFORMED BY THE BIDDER WITH THE FOLLOWING CONDITIONS:

1. IF THE WORK LOAD IN THE BIDDERS SHOP IS SUCH THAT REPAIRS CANNOT BEGIN WITHIN TWENTY FOUR HOURS AFTER EQUIPMENT BREAKDOWN AND CONTINUE AT A REASONABLE RATE, THE COUNTY WILL HAVE THE OPTION OF REPAIRING THE EQUIPMENT IN THEIR SHOP WITH THEIR LABOR AND PARTS RECOMMENDED BY THE BIDDER. PARTS AND LABOR COST OF THEIR PERSONNEL TO CREDITED AGAINST MAINTENANCE CONTRACT.
 2. IF FOR ANY REASON OTHER THAN LACK OF PARTS AVAILABILITY, THE EQUIPMENT IS NOT REPAIRED WITHIN 48 HOURS OF THE DATE OF EQUIPMENT BREAKDOWN, THE BIDDER SHALL FURNISH THE COUNTY COST-FREE A SIMILAR PIECE OF EQUIPMENT OF USE UNTIL REPAIRS ARE COMPLETED.
- E. PAYMENT TO THE BIDDER FOR GUARANTEED MAINTENANCE SHALL BE MADE BY **HOCKLEY COUNTY** AS REPAIRS ARE MADE AND BILLED TO THE COUNTY. AT SUCH TIME DURING THE FIVE YEAR MAINTENANCE PERIOD THE AMOUNT PAID TO THE BIDDER BY THE COUNTY FOR GUARANTEED MAINTENANCE EQUALS THE AMOUNT OF THE BID IN THE ABOVE THE QUOTATION, THE BIDDER WILL ASSUME THE BALANCE OF THE FIVE YEAR PERIOD OR 5,000 HOURS OF OPERATION ALL COSTS, LABOR AND PARTS, FOR ALL REQUIRED GUARANTEED MAINTENANCE TO KEEP THE EQUIPMENT IN SAFE AND SATISFACTORY CONDITION.
- F. **HOCKLEY COUNTY** WILL PROVIDE A PROPER LEVEL OF MAINTENANCE ON THE EQUIPMENT PURCHASED AND WILL FOLLOW THE RECOMMENDED PRACTICE BY THE BIDDER PERTAINING TO OIL CHANGE, ADJUSTMENTS, PARTS REPLACEMENT AND ANY OTHER MAINTENANCE PROCEDURE THAT THE BIDDER FEELS WORTHY TO PRO-LONG MACHINE LIFE.
- G. THE BIDDER CAN AND SHOULD MAKE REGULAR MONTHLY MAINTENANCE INSPECTIONS AND RECOMMENDATIONS OR AS OFTEN AS THE BIDDER REQUIRES, AND MAKE A WRITTEN REPORT TO **HOCKLEY COUNTY** WITH A COPY TO BE KEPT BY THE BIDDER.
- H. ONLY PARTS RECOMMENDED BY THE BIDDER MAY BE USED IN THE REPAIR OF THE EQUIPMENT.

- I. **HOCKLEY COUNTY** AND **YELLOWHOUSE MACHINERY CO.** HAVE THE RIGHT TO EXAMINE THE OTHERS RECORD AT ANY REASONABLE TIME AND FREQUENCY.
- J. ANY CONTEST OF REPAIRS BY EITHER PARTY WILL BE SUBMITTED TO THE OTHER WITHIN 60 DAYS AFTER EACH YEAR OF USE. AFTER WHICH THE RECORD WILL BE ACCEPTED AS CORRECT. ANY DISAGREEMENT WILL BE SETTLED BY **YELLOWHOUSE MACHINERY CO.**, ONE MEMBER BY **HOCKLEY COUNTY** AND THE THIRD CHOSEN BY THE TWO ARBITRATORS SO SELECTED, OR IF THE ARBITRATORS FAIL TO SELECT A THIRD WITHIN TEN DAYS, HE SHALL BE CHOSEN BY THE DISTRICT JUDGE, 47TH JUDICIAL DISTRICT, AMARILLO, TEXAS. THE PARTY ADJUDGED TO BE WRONG SHALL PAY ALL COST OF THE ARBITRATION. THE DECISION OF THIS BOARD WILL BE FINAL.

ITEM #6:

- A. THE GUARANTEED REPURCHASE AMOUNT STATED IN ITEM #6 OF THE ABOVE QUOTATION IS THE AMOUNT THAT **YELLOWHOUSE** WILL GIVE FOR THE **JOHN DEERE 770G** AT THE END OF FIVE (5) YEARS OF OPERATION.
- B. **HOCKLEY COUNTY** WILL HAVE 30 DAYS AT THE END OF THE SPECIFIED TIME TO ACCEPT THIS REPURCHASE AMOUNT OR THE CONTRACT WILL BE TERMINATED AND THE COUNTY MAY THEN USE OR DISPOSE OF THE MACHINE IN ANY MANNER THEY DESIRE.
- C. IF **HOCKLEY COUNTY** DISPOSES OF THE EQUIPMENT, RENTS, LEASES OR SELLS IT BEFORE THE SPECIFIED TIME, THEN THE OBLIGATION OF THE BIDDER IS ENDED.
- D. **HOCKLEY COUNTY** WILL KEEP THE MACHINE IN GOOD OPERATING CONDITION AS OUTLINED BY THE MANUFACTURE'S GUIDELINES. IF **HOCKLEY COUNTY** ELECTS TO EXERCISE THE GUARANTEED MINIMUM REPURCHASE OPTION, **HOCKLEY COUNTY** WILL BE RESPONSIBLE FOR ANY REPAIRS TO TINWARE, ALTERATIONS AND PROVIDING TIRES OR UNDERCARRIAGE WITH 50% WEAR REMAINING.

THIS CONTRACT SHALL BE PERFORMABLE IN THE STATE OF TEXAS, POTTER AND HOCKLEY COUNTIES, TEXAS WITH VENUE IN HOCKLEY COUNTY, TEXAS.

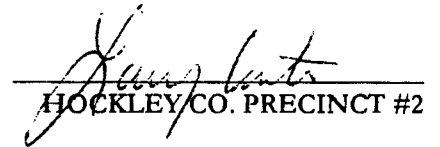
BIDS CLOSE 10:00 AM ON SEPTEMBER 22, 2014.

I (WE) AFFIRM THAT I (WE) HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE "TOTAL COST BID" AND WILL ADHERE TO SAID TERMS AND CONDITIONS.

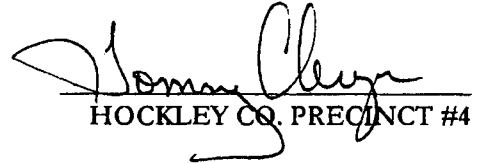

YELLOWHOUSE MACHINERY CO.


HOCKLEY CO. JUDGE


HOCKLEY CO. PRECINCT #1


HOCKLEY CO. PRECINCT #2


HOCKLEY CO. PRECINCT #3


HOCKLEY CO. PRECINCT #4

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase of two motor graders through the Buy Board for use in Precinct #3, as per Quotes recorded below.

The following details shall be provided with any BuyBoard purchase order (Fax Purchase Order to (800)211-5454

BuyBoard Vendor: YELLOWHOUSE MACHINERY COMPANY
 [Address P.O. to:] 3405 E SLATON HWY
LUBBOCK, TEXAS 79404

Prepared By: HOWARD GARLINGTON
 Vendor Phone: 806-763-0473
 Vendor Fax: 806-763-0331
 Vendor Toll Free: 800-658-9878
 Date Prepared: 9/22/2014

Government Agency: HOCKLEY COUNTY PRECINCT 3 Gov. Agency
 [Ship to:] 802 HOUSTON STE. 102 [Bill to:]
LEVELLAND, TX 79336

HOCKLEY COUNTY PRECINCT 3
802 HOUSTON STE. 102
LEVELLAND, TX 79336

Contacts Name: WHITEY BARNETT Gov. Agn Phone No: (806)894-4092
 Product Description: 8460T 770G MOTOR GRADER

G. A. Fax No: (806)894-6820

I: BuyBoard Contract #126-01 Price List: \$289,750.00 Base Price \$ 289,750.00

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Subtotal	\$ 6,990.00	Subtotal	\$ 73,587.00

Contract List Price Total \$ 80,577.00

III: Subtotal of I + II => \$ 370,327.00

IV: Discount: ##### BuyBoard Contract Price: \$ 259,228.90

V: Non-Base Options (Itemize below)	NON-BASE =	-0.09 %	
* 6 YEAR 5000 HOUR	\$ -	CONFIGURATION DISCOUNT	\$ (22,228.90)
* FULL MACHINE WARRANTY	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
Subtotal	\$ -	Subtotal	\$ (22,228.90)

VI: Unpublished Options added to Contract Price (Subtotal of Col 1 & Col 2) \$ (22,228.90)

VII: Total IV + VI \$ 237,000.00

VIII: Quantity Ordered Units: 1 x "E" \$ 237,000.00

IX: Trade-in or other Credit(s)
2010 JOHN DEERE 770G S/N 627527 \$ (166,000.00)

X: TOTAL PURCHASE PRICE INCLUDING VIII + IX \$ 71,000.00
 5 YEAR 5000 HOUR REPURCHASE PRICE IS \$155,000.00

HOCKLEY COUNTY PRECINCT 3
JOHN DEERE TANDEM DRIVE MOTORGRADER

TOTAL COST BID
22 SEPTEMBER 2014

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NO. 2	TRADE-IN: 2010 JOHN DEERE S/N 627527	\$(166,000.00)
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NO. 7	TOTAL ITEM 5 LESS ITEM 6	\$ <u>(84,000.00)</u>

DELIVERY DATE: 75 DAYS

NAME OF COMPANY BIDDING: YELLOWHOUSE MACHINERY CO.

ADDRESS: P.O. BOX 5419
LUBBOCK, TEXAS 79408

AUTHORIZED REPRESENTATIVE: HOWARD GARLINGTON

SIGNED BY: Howard Garlington
HOWARD GARLINGTON

TITLE: TERRITORY SALES MANAGER

CONDITIONS OF AGREEMENT ON GUARANTEED
MAINTENANCE FOR HOCKLEY COUNTY # 3
JOHN DEERE 770G

THE JOHN DEERE MOTOR GRADER WILL HAVE A \$0.00 GUARANTEED MAINTENANCE FROM DELIVERY TO 5 YEARS OR 5,000 HOURS WHICHEVER COMES FIRST, UNDER THE FOLLOWING CONDITIONS:

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B. GUARANTEED MAINTENANCE SHALL INCLUDE ALL PARTS AND LABOR EXCEPT THE FOLLOWING:

1. GLASS, FILTERS, FAN BELTS, CUTTING EDGES, TEETH, LUBRICATING OIL, ELECTRICAL SYSTEM, AIR CONDITIONING, TRAVEL TIME AND MILEAGE, ANY TRUCKING CHARGES AND OTHER ITEMS NORMALLY CONSUMED IN A DAY TO DAY OPERATION.

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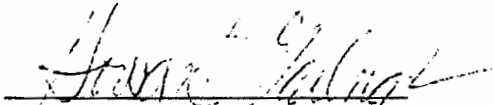
ITEM #6:

- A. THE GUARANTEED REPURCHASE AMOUNT STATED IN ITEM #6 OF THE ABOVE QUOTATION IS THE AMOUNT THAT **YELLOWHOUSE** WILL GIVE FOR THE **JOHN DEERE 770G** AT THE END OF FIVE (5) YEARS OF OPERATION.
- B. **HOCKLEY COUNTY** WILL HAVE 30 DAYS AT THE END OF THE SPECIFIED TIME TO ACCEPT THIS REPURCHASE AMOUNT OR THE CONTRACT WILL BE TERMINATED AND THE COUNTY MAY THEN USE OR DISPOSE OF THE MACHINE IN ANY MANNER THEY DESIRE.
- C. IF **HOCKLEY COUNTY** DISPOSES OF THE EQUIPMENT, RENTS, LEASES OR SELLS IT BEFORE THE SPECIFIED TIME, THEN THE OBLIGATION OF THE BIDDER IS ENDED.
- D. **HOCKLEY COUNTY** WILL KEEP THE MACHINE IN GOOD OPERATING CONDITION AS OUTLINED BY THE MANUFACTURE'S GUIDELINES. IF **HOCKLEY COUNTY** ELECTS TO EXERCISE THE GUARANTEED MINIMUM REPURCHASE OPTION, **HOCKLEY COUNTY** WILL BE RESPONSIBLE FOR ANY REPAIRS TO TINWARE, ALTERATIONS AND PROVIDING TIRES OR UNDERCARRIAGE WITH 50% WEAR REMAINING.

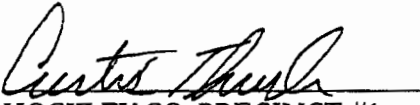
THIS CONTRACT SHALL BE PERFORMABLE IN THE STATE OF TEXAS, POTTER AND HOCKLEY COUNTIES, TEXAS WITH VENUE IN HOCKLEY COUNTY, TEXAS.

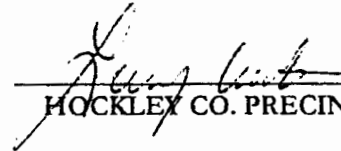
BIDS CLOSE 10:00 AM ON SEPTEMBER 22, 2014.


I (WE) AFFIRM THAT I (WE) HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE "TOTAL COST BID" AND WILL ADHERE TO SAID TERMS AND CONDITIONS.


YELLOWHOUSE MACHINERY CO.


HOCKLEY CO. JUDGE


HOCKLEY CO. PRECINCT #1


HOCKLEY CO. PRECINCT #2


HOCKLEY CO. PRECINCT #3


HOCKLEY CO. PRECINCT #4

The following details shall be provided with any BuyBoard purchase order (Fax Purchase Order to (800)211-5454

BuyBoard Vendor: **YELLOWHOUSE MACHINERY COMPANY**
 [Address P.O. to:] **3405 E SLATON HWY**
LUBBOCK, TEXAS 79404

Prepared By: **HOWARD GARLINGTON**
 Vendor Phone: **806-763-0473**
 Vendor Fax: **806-763-0331**
 Vendor Toll Free **800-658-9878**
 Date Prepared **9/22/2014**

Government Agency: **HOCKLEY COUNTY PRECINCT 2** Gov. Agency
 [Ship to:] **802 HOUSTON STE. 102** [Bill to:]
LEVELLAND, TX 79336

HOCKLEY COUNTY PRECINCT 2
802 HOUSTON STE. 102
LEVELLAND, TX 79336

Contacts Name: **LARRY CARTER** Gov. Agn. Phone No: **(806)894-4092**
 Product Description: **8460T 770G MOTOR GRADER**

G. A. Fax No: **(806)894-6820**

I: BuyBoard Contract #126-01 Price List: \$289,750.00 Base Price \$ 289,750.00

II: Base Bid Option: (Itemize Below)

* 1010 STANDARD HYD CNTRL S	\$ -	* 1140 9.0L FT4 ENGINE	\$ 47,208.00
* 1240 200 AMP ALTERNATOR	\$ 850.00	* 1320 NO QUICK SERVICE	\$ -
* 1410 STD FUEL LINES	\$ -		\$ -
* 1610 HYD PUMP DISCONNECT	\$ 167.00	* 1710 JDLINK 5 YEARS	\$ 1,232.00
* 1840 CHROME EXHAUST	\$ 627.00	* 1920 NO BLADE IMPACT ABSORPTIO	\$ -
* 2070 14X27X1 MB	\$ 1,779.00	* 2575 NOT TOPCON READY	\$ -
* 2775 NO TOPCON RADIO INSTA	\$ -	* 2820 SINGLE INPUT W/ SLIP CLUTCH	\$ 2,451.00
* 2605 ENGLISH OPERATOR MAN	\$ -	* 4411 14R24 G2 MICH W/ 1 PC RIM	\$ 19,777.00
* 5025 LOW/CAB W/FIXED FT OPE	\$ 826.00	* 5510 AUTOSHIFT TRANSMISSION	\$ 1,669.00
* 5710 NO TRANS VALVE SOLINO	\$ 190.00	* 5810 GREASE, OIL, FUEL&COOLANT	\$ -
* 6010 CAB PRECLEANER	\$ 824.00	* 6130 PREM POST/CONT FABRIC AIRS	\$ 661.00
* 6510 RH 4 FUNC CNTRL VLVE	\$ -	* 6620 LH 5 FUNC CONTROL VALVE	\$ 1,303.00
* 6750 NO FRT ATTACH	\$ -	* 7160 DLX LIGHTING PKG W/ HAL	\$ 1,543.00
* 7820 NO FRONT FENDERS	\$ -	* 8120 CONVERTER 25 AMP 24V TO 12V	\$ 419.00
* 8210 MIRROR CONVEX EXTERI	\$ -	* 8310 LOWER FRONT INT WIPER/WAS	\$ 596.00
* 8410 RADIO AM/FM/WB WITH C	\$ 876.00	* 8510 A/C CHARGE	\$ -
* 8730 NO SOUND ABSORPTION P	\$ -	* 8820 NO REAR CAMERA	\$ -
* 6830 REAR HITCH AND PIN	\$ 455.00	* 9120 SUNVISOR-FRONT WINDOW	\$ 135.00
* 9130 REAR RETRACTABLE SUN	\$ 202.00	* 9210 PEDAL DECELERATOR	\$ 212.00
* 9220 FIRE EXTINGUISHER	\$ 117.00	* 9273 RT SIDE ENGINE LIGHT	\$ 210.00
* 9280 SMV SIGN WITH BRACKET	\$ 77.00	* 9360 heater eng coolant, 120v	\$ 310.00
Subtotal	\$ 6,990.00	Subtotal	\$ 77,726.00

Contract List Price Total \$ 84,716.00

III: Subtotal of I + II => \$ 374,466.00

IV: Discount: ##### BuyBoard Contract Price: \$ 262,126.20

V: Non-Base Options (Itemize below)	NON-BASE -	-0.09	%
* 6 YEAR 5000 HOUR	\$ -	CONFIGURATION DISCOUNT	\$ (23,126.20)
* FULL MACHINE WARRANTY	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
Subtotal	\$ -	Subtotal	\$ (23,126.20)

VI Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2) \$ (23,126.20)

VII: Total IV + VI \$ 239,000.00

VIII Quantity Ordered Units: 1 x "E" \$ 239,000.00

IX: Trade-in or other Credit(s)
 2010 JOHN DEERE 770G S/N 627528 \$ (168,000.00)

X: TOTAL PURCHASE PRICE INCLUDING VIII + IX \$ 71,000.00
 5 YEAR 5000 HOUR REPURCHASE PRICE IS \$155,000.00

Howard Garlington

HOCKLEY COUNTY PRECINCT 2
JOHN DEERE TANDEM DRIVE MOTORGRADER

TOTAL COST BID
22 SEPTEMBER 2014

NO. 1	MANUFACTURER <u>JOHN DEERE MODEL 770G</u>	\$ <u>239,000.00</u>
NO. 2	TRADE-IN: 2010 JOHN DEERES/N 627528	\$ (168,000.00)
NO. 3	AMOUNT PAID TO BIDDER	
NO. 4	GUARANTEED MAINTENANCE (From delivery to 5 years or 5,000 hours, whichever comes first)	\$ <u>71,000.00</u> \$ <u>0.00</u>
NO. 5	TOTAL ITEM 3 PLUS ITEM 4	\$ <u>71,000.00</u>
NO. 6	GUARANTEED MINIMUM VALUE (The amount bidder guarantees to give to HOCKLEY COUNTY at 5 years or 5,000 hours, whichever comes first)	\$ (155,000.00)
NO. 7	TOTAL ITEM 5 LESS ITEM 6	\$ (84,000.00)

DELIVERY DATE: 90-120 DAYS

NAME OF COMPANY BIDDING: YELLOWHOUSE MACHINERY CO.

ADDRESS: P.O. BOX 5419
LUBBOCK, TEXAS 79408

AUTHORIZED REPRESENTATIVE: HOWARD GARLINGTON

SIGNED BY: 
HOWARD GARLINGTON

TITLE: TERRITORY SALES MANAGER

CONDITIONS OF AGREEMENT ON GUARANTEED
MAINTENANCE FOR **HOCKLEY COUNTY # 2**
JOHN DEERE 770G

THE JOHN DEERE MOTOR GRADER WILL HAVE A \$0.00 GUARANTEED MAINTENANCE FROM DELIVERY TO 5 YEARS OR 5,000 HOURS WHICHEVER COMES FIRST, UNDER THE FOLLOWING CONDITIONS:

ITEM #1: MACHINE TO BE EQUIPPED AS PER GENERAL BID SPECIFICATIONS ACCORDING TO **HOCKLEY COUNTY**, WITH BIDDERS STANDARD FACTORY GUARANTEE.

TWELVE MONTHS OF JOHN DEERE "BASIC" MACHINE WARRANTY AND SIXTY MONTHS OF FULL MACHINE WARRANTY OR 5,000 HOURS WHICHEVER COMES FIRST.

- ITEM #2:
- A. GUARANTEED MAINTENANCE TO BE FOR A PERIOD OF FIVE (5) YEARS FROM THE RECEIVING DATE OF THE EQUIPMENT, INCLUDING THE FACTORY WARRANTY PERIOD OR 5,000 HOURS OF OPERATION, WHICHEVER COMES FIRST: AMOUNT \$0.00.00.
 - B. GUARANTEED MAINTENANCE SHALL INCLUDE ALL PARTS AND LABOR EXCEPT THE FOLLOWING:
 - 1. GLASS, FILTERS, FAN BELTS, CUTTING EDGES, TEETH, LUBRICATING OIL, ELECTRICAL SYSTEM, AIR CONDITIONING, TRAVEL TIME AND MILEAGE, ANY TRUCKING CHARGES AND OTHER ITEMS NORMALLY CONSUMED IN A DAY TO DAY OPERATION.
 - 2. DAMAGE RESULTING FROM FIRE, WINDSTORM, FLOOD AND RISING WATER, THEFT, VANDALISM, ABUSE AND NEGLECT.
 - C. THE BIDDER GUARANTEES THAT THE COST OF REPAIRS, INCLUDED IN GUARANTEED MAINTENANCE FOR THE PERIOD STATED IN ITEM #2 OF THE ABOVE QUOTATION REPRESENT THE MAXIMUM AMOUNT THAT **HOCKLEY COUNTY** WILL HAVE TO PAY. ANY SUCH REPAIR COST IN EXCESS OF THIS AMOUNT WILL BE PAID BY THE BIDDER. IF THE COST OF GUARANTEED MAINTENANCE DURING THE PERIOD STATED IN THE BID ABOVE, THE COUNTY WILL PAY ONLY THE ACTUAL COST.
 - D. ALL GUARANTEED MAINTENANCE SHALL BE PERFORMED BY THE BIDDER WITH THE FOLLOWING CONDITIONS:

1. IF THE WORK LOAD IN THE BIDDERS SHOP IS SUCH THAT REPAIRS CANNOT BEGIN WITHIN TWENTY FOUR HOURS AFTER EQUIPMENT BREAKDOWN AND CONTINUE AT A REASONABLE RATE, THE COUNTY WILL HAVE THE OPTION OF REPAIRING THE EQUIPMENT IN THEIR SHOP WITH THEIR LABOR AND PARTS RECOMMENDED BY THE BIDDER. PARTS AND LABOR COST OF THEIR PERSONNEL TO CREDITED AGAINST MAINTENANCE CONTRACT.
 2. IF FOR ANY REASON OTHER THAN LACK OF PARTS AVAILABILITY, THE EQUIPMENT IS NOT REPAIRED WITHIN 48 HOURS OF THE DATE OF EQUIPMENT BREAKDOWN, THE BIDDER SHALL FURNISH THE COUNTY COST-FREE A SIMILAR PIECE OF EQUIPMENT OF USE UNTIL REPAIRS ARE COMPLETED.
- E. PAYMENT TO THE BIDDER FOR GUARANTEED MAINTENANCE SHALL BE MADE BY **HOCKLEY COUNTY** AS REPAIRS ARE MADE AND BILLED TO THE COUNTY. AT SUCH TIME DURING THE FIVE YEAR MAINTENANCE PERIOD THE AMOUNT PAID TO THE BIDDER BY THE COUNTY FOR GUARANTEED MAINTENANCE EQUALS THE AMOUNT OF THE BID IN THE ABOVE THE QUOTATION, THE BIDDER WILL ASSUME THE BALANCE OF THE FIVE YEAR PERIOD OR 5,000 HOURS OF OPERATION ALL COSTS, LABOR AND PARTS, FOR ALL REQUIRED GUARANTEED MAINTENANCE TO KEEP THE EQUIPMENT IN SAFE AND SATISFACTORY CONDITION.
- F. **HOCKLEY COUNTY** WILL PROVIDE A PROPER LEVEL OF MAINTENANCE ON THE EQUIPMENT PURCHASED AND WILL FOLLOW THE RECOMMENDED PRACTICE BY THE BIDDER PERTAINING TO OIL CHANGE, ADJUSTMENTS, PARTS REPLACEMENT AND ANY OTHER MAINTENANCE PROCEDURE THAT THE BIDDER FEELS WORTHY TO PRO-LONG MACHINE LIFE.
- G. THE BIDDER CAN AND SHOULD MAKE REGULAR MONTHLY MAINTENANCE INSPECTIONS AND RECOMMENDATIONS OR AS OFTEN AS THE BIDDER REQUIRES, AND MAKE A WRITTEN REPORT TO **HOCKLEY COUNTY** WITH A COPY TO BE KEPT BY THE BIDDER.
- H. ONLY PARTS RECOMMENDED BY THE BIDDER MAY BE USED IN THE REPAIR OF THE EQUIPMENT.

I. **HOCKLEY COUNTY** AND **YELLOWHOUSE MACHINERY CO.** HAVE THE RIGHT TO EXAMINE THE OTHERS RECORD AT ANY REASONABLE TIME AND FREQUENCY.

J. ANY CONTEST OF REPAIRS BY EITHER PARTY WILL BE SUBMITTED TO THE OTHER WITHIN 60 DAYS AFTER EACH YEAR OF USE. AFTER WHICH THE RECORD WILL BE ACCEPTED AS CORRECT. ANY DISAGREEMENT WILL BE SETTLED BY **YELLOWHOUSE MACHINERY CO.**, ONE MEMBER BY **HOCKLEY COUNTY** AND THE THIRD CHOSEN BY THE TWO ARBITRATORS SO SELECTED, OR IF THE ARBITRATORS FAIL TO SELECT A THIRD WITHIN TEN DAYS, HE SHALL BE CHOSEN BY THE DISTRICT JUDGE, 47TH JUDICIAL DISTRICT, AMARILLO, TEXAS. THE PARTY ADJUDGED TO BE WRONG SHALL PAY ALL COST OF THE ARBITRATION. THE DECISION OF THIS BOARD WILL BE FINAL.

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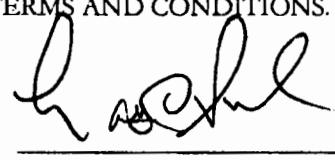
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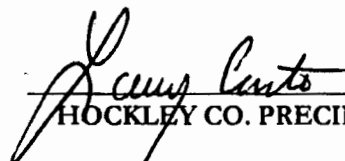
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I (WE) AFFIRM THAT I (WE) HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE "TOTAL COST BID" AND WILL ADHERE TO SAID TERMS AND CONDITIONS.


YELLOWHOUSE MACHINERY CO.


HOCKLEY CO. JUDGE


HOCKLEY CO. PRECINCT #1


HOCKLEY CO. PRECINCT #2

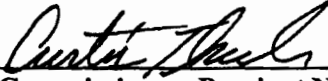

HOCKLEY CO. PRECINCT #3


HOCKLEY CO. PRECINCT #4

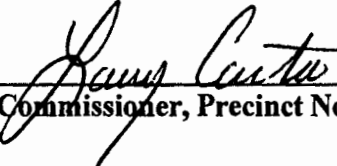
Motion by Commissioner Clevenger, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the right-of-way in Whitharral,
Texas, as per Right-of-Way recorded below.

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 6th
day of October, A. D. 2014, was examined by me and approved.




Commissioner, Precinct No. 1



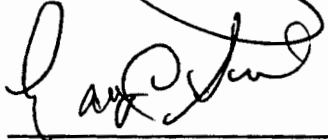
Commissioner, Precinct No. 2



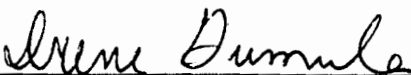
Commissioner, Precinct No. 3



Commissioner, Precinct No. 4



County Judge



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