

THE STATE OF TEXAS     )  
   :  
 COUNTY OF WINKLER     )

On this the 26<sup>th</sup> day of November, 2012, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Bonnie Leck	County Judge
J. R. Carpenter	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

constituting the entire Court, at which time the following among other proceedings were had:

At 9:00 o'clock A.M. Judge Leck called the meeting to order.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve October, 2012 minutes; which motion became an order of the Court upon the following vote:

Ayes:           Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes:           None

At this time Judge Leck asked for matters of business from the audience.

Following presentation by Will Winters, Membership Sales Manager for AeroCare, concerning Med-Trans Air Medical Transport Annual Site Membership for Winkler County, a motion was made by Commissioner Neal and seconded by Commissioner Wolf to purchase one year membership, beginning January 01, 2013, in the amount of \$27,923.00 to be paid from contingency funds; which motion became an order of the Court upon the following vote:

Ayes:           Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes:           None



Plan Code: S767

**AEROCARE** Med-Trans Air Medical Transport Annual Site Membership  
For Winkler County



**Organization:** Winkler County  
**Address:** 100 East Winkler  
PO Box Drawer Y Kermit, TX 79745  
**Contact:** Bonnie Leck  
**Phone:** 432-586-6658 **Fax:** 432-586-3223  
**Email:** none  
**County:** Winkler



**Membership Sales Manager/ Base:** Will Winters/JR



**Covered Individuals and Transports:**

Any individual who resides within the boundaries of Winkler County, Texas when transported for medical necessity by Med-Trans, Inc. (d/b/a AeroCare) will be covered under the standard terms and conditions for a Med-Trans membership (attached), except:

Transport must:

- Be from a pickup location in Winkler Co, Texas
- Or from the adjacent counties of; Loving, Andrews, Ector, Ward Counties in Texas or Lea County in New Mexico

If the covered person transported is uninsured at the time of transport;

- Med-Trans will bill the covered person at the "Medicare Allowable Rate" for the transport.

**Fees:**

Winkler County will pay to Med-Trans Inc., a total of \$27,923.00 annual.

**Upgrade Benefit to Covered Individuals:**

Any individual who resides within the boundaries of Winkler County may elect to obtain a full household membership (waives T&C exemptions listed above, includes coverage outside the herein listed service area) for an additional \$35/year.

**Duration:**

This Membership plan proposal will be effective for (1) year from the date it is signed by both MedTrans and Winkler County, and will be evaluated by both parties for renewal at least 30 days prior to the end of the one (1) year term.

DEC 07 2012

P.O. Box 948 West Plains, MO 65775 (800) 793-0010

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**AERO CARE** Membership Terms and Conditions



A Med-Trans Corporation ("Company") membership ensures the patient will have no out-of-pocket flight expenses if flown by the Company or another AirMedCare Network participating provider (together with the Company, each an "AMCN Provider") by providing prepaid protection against AMCN Provider air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:



1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.



- 2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.
- 3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
- 4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
- 5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
- 6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

[signature page next]




DEC 07 2012

P.O. Box 948 West Plains, MO 65775 (800) 793-0010

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**AEROCARE** [signature page to Med-Trans Corporation Site Membership Agreement]

	Agreed to by:		
	Signature	<u><i>Keith Hovey</i></u>	<u><i>Bonnie Leck</i></u>
	Printed Name	<u>Keith Hovey</u>	<u>Bonnie Leck</u>
	Title	<u>Vice President of Membership</u>	<u>Winkler County Judge</u>
	Company Name	<u>AirMedCare Network</u>	<u>Winkler County</u>
	Date	<u>12/13/12</u>	<u>November 26, 2012</u>

DEC 07 2012

P.O. Box 948 West Plains, MO 65775 (800) 793-0010

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The Court received reports from Robin Hawkins, Director, regarding activities at the Senior Citizens Recreation Center; Chase Settle, Extension Agent – Agriculture, regarding 4-H activities and Sandra Shepard, Paramedic, regarding the Emergency Medical Service and.

There was no financial information or monthly reports regarding Winkler County Memorial Hospital for the Court to consider at this time.

There were no Winkler County Memorial Hospital line item transfers, budget amendments or salary schedule changes for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Geneva Baker to use Recreation Center at County Park in Kermit for birthday party on Sunday, December 16, 2012; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson

Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Socorro Juarez to use Recreation Center at County Park in Kermit for graduation party on Saturday, June 08, 2013; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Patty Muniz to use Recreation Center at County Park in Kermit for birthday party on Saturday, December 08, 2012; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Garden Club to use foyer of Courthouse for plant sale on Friday, April 12, 2013; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

Agenda item regarding request of Sheriff to hire jailer for Winkler County Law Enforcement Center to fill vacancy was not needed at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to set the following dates as County holidays for 2013:

New Year's Day	Tuesday, January 01, 2013
Martin Luther King Day*	Monday, January 21, 2013
President's Day	Monday, February 18, 2013
Good Friday	Friday, March 29, 2013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 04, 2013
Labor Day	Monday, September 02, 2013
Veterans' Day	Monday, November 11, 2013
Thanksgiving	Thursday and Friday, November 28 and 29, 2013
Christmas	Tuesday and Wednesday, December 24 and 25, 2013

\*Floating holiday for Winkler County Road and Bridge and Park employees,

Winkler County Law Enforcement Center employees:

Six (6) days paid time off beginning January 01, 2013  
Six (6) days paid time off beginning July 01, 2013

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$8,567.77 plus benefits for unused holiday time for 2012 to deputies and jailers at Law Enforcement Center from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

<b>Sheriff's Dept. 2012 Holiday Pay</b>				<b>DECEMBER 13, 2012</b>	
			<b>TOTAL AMOUNT PAID</b>		
			<b>\$8,567.77</b>		
		<b>WAGE</b>	<b>HRS</b>		
<b>DEPUTIES</b>					
J. ARMENDARIZ (Field Dep)	404-012	18.77	\$600.64	32.00	
C. GARRETT (Field Dep)	404-012	17.53	\$280.48	16.00	
D. MITCHELL (Chief Investigator)	404-012	19.83	\$634.56	32.00	
J. SOLTERO (Field Dep)	404-012	18.77	\$150.16	8.00	
L. STROUD (Field Deputy)	404-012	17.53	\$560.96	32.00	
B. TRIBBLE (Field Dep)	404-012	17.53	\$560.96	32.00	
<b>JAILERS</b>					
L. ALEXANDER	404-012	14.89	\$476.48	32.00	
J. ASHABRANNER	404-012	14.89	\$357.36	24.00	
C. CARTWRIGHT	404-012	16.19	\$518.08	32.00	
A. GLOVER	404-012	16.19	\$388.56	24.00	
D. JOHNSON	404-012	14.89	\$357.36	24.00	
R. KYLE	404-012	15.14	\$484.48	32.00	
J. MARTINEZ	404-012	15.14	\$484.48	32.00	
J. MONTEZ	404-012	14.89	\$476.48	32.00	
D. PRICE	404-012	15.14	\$484.48	32.00	
C. REYNOLDS	404-012	15.64	\$375.36	24.00	
K. SOTELO	404-012	14.89	\$476.48	32.00	
B. SPAULDING	404-012	15.14	\$484.48	32.00	
B. SPAULDING	404-023	0.25	\$160.00	640.00	
B. SPAULDING	404-014	0.37	\$13.69	37.00	
W. UNDERWOOD	404-012	15.14	\$242.24	16.00	
<b>TOTAL</b>			<b>\$8,567.77</b>		

A motion was made by Commissioner Wolf and seconded by Commissioner Carpenter to approve purchase of hand-held radio in the amount of \$1,565.00 for Precinct No. 2 Constable from budgeted constable salary funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve grant application to Texas J-RAC on behalf of Winkler County Emergency Medical Service for Stryker Power Pro ambulance cot in the amount of \$12,707.20; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Pipeline Construction and Indemnity Contract between Winkler County and Southern Union Gas Services Ltd for road bore on County Road 404; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

County Road Number 404  
Precinct Number \_\_\_\_\_

**PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT**

**State of Texas  
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Bonnie Leck**, County Judge, and **Southern Union Gas Services Ltd.**, Applicant, which makes this a contract governing the installation of a 8" gas pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are **Winkler County, Texas** and **Southern Union Gas Services, Ltd.** Winkler County agrees to grant Southern Union Gas Services, Ltd. at their expense, the right to construct (i.e. road crossing for 8" pipeline) at County Road 404.  
31°43'55.52"N  
102°57'00.13"W

**2. CONDITIONS**

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- c. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- d. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- e. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- f. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- g. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- h. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- i. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- j. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- k. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.
- l. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
- m. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the

County Road Number \_\_\_\_\_

Precinct Number \_\_\_\_\_

area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.

- n. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- o. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- p. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- q. The costs associated with the location and identification of **Southern Union Gas Services, Ltd.**'s pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- r. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

### **3. REMEDY ON DEFAULT**

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice thereof to Applicant. If Applicant fails to commence to remedy such default with fifteen (15) days after receipt of such notice and diligently complete such remedy thereafter, Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Winkler County in remedying the default.

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

### **4. FURTHER WORK**

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

### **5. LIABILITY AND INDEMNITY**

Applicant shall

- a. be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents,



County Road Number \_\_\_\_\_

Precinct Number \_\_\_\_\_

contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition.

- b. indemnify Winkler County against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Winkler County or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's construction, use and maintenance of the crossing area or by reason of this Agreement.

#### 6. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignor shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
8. **Southern Union Gas Services, Ltd.** hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
9. **Southern Union Gas Services, Ltd.** hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, **Southern Union Gas Services, Ltd.** agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.
11. Should **Southern Union Gas Services, Ltd.** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **Southern Union Gas Services, Ltd.** agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. **Southern Union Gas Services, Ltd.** is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.
12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

County Road Number \_\_\_\_

Precinct Number \_\_\_\_

Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the minutes of which duly reflect the same.

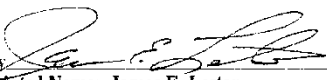
SIGNED AND ENTERED INTO on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WINKLER COUNTY**

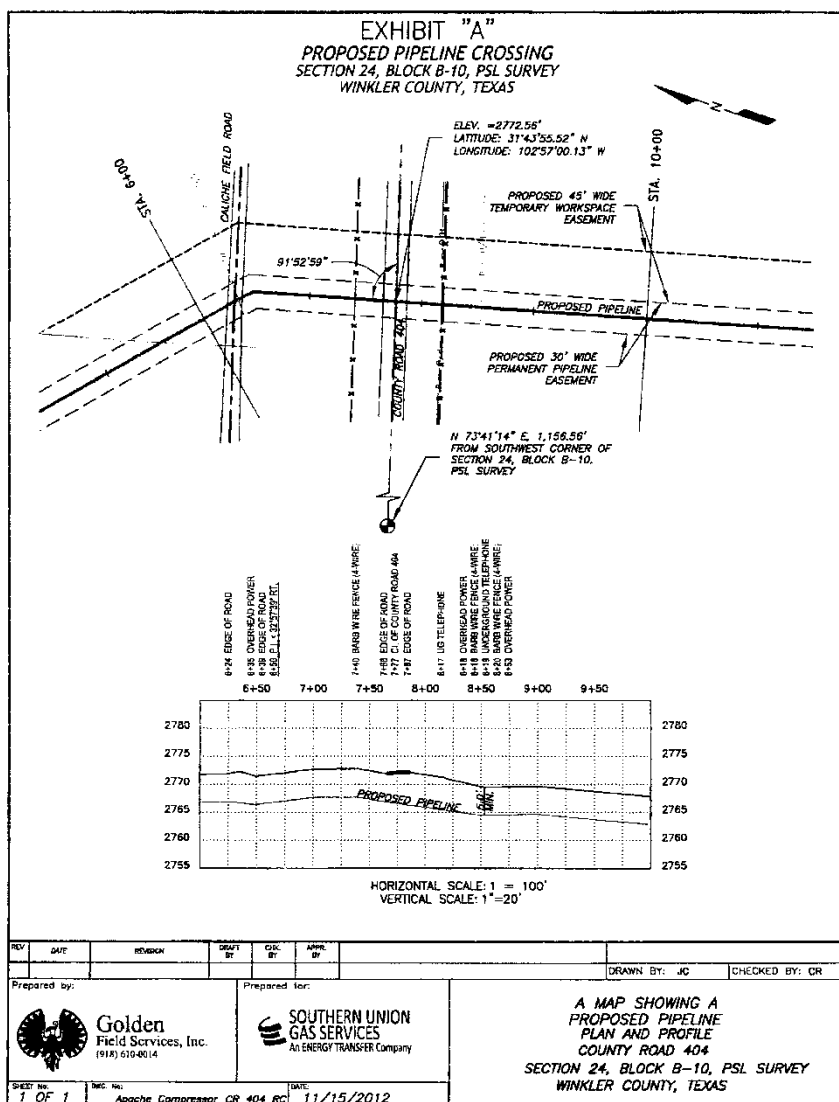
By \_\_\_\_\_

Bonnie Leck  
Winkler County Judge

**SOUTHERN UNION GAS SERVICES, LTD.**

By 

Printed Name: James E. Lester  
Title: Permit/Office Manager - ETC/Southern Union Gas Services, Ltd.  
Address: 9900 W. I-20 Midland, Texas  
Cellular Telephone 850-814-8102  
Email: treylester@hotmail.com



A motion was made by Commissioner Neal and seconded by Commissioner Thompson to table approving Pipeline Construction and Indemnity Contract between Winkler County and BOPCO (Bass Operating and Production Company) for road bore on County Road 306; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$1,650.00 to Beth Lee Insurance Agency, Inc. for accident insurance for Kermit Volunteer Fire Department (\$850.00) and Wink Volunteer Fire Department (\$850.00) from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

At 10:10 o'clock A.M., the Court entered into Executive Session in accordance with Section 551.071, Government Code, V.T.C.A., to consult with counsel concerning contemplated litigation regarding county equipment repair. The Court returned to open session with the following action being taken:

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to proceed with lawsuit if no action is immediately

taken by McCoy Miller and the Phoenix Group to determine problem with and repair ambulance; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

At 10:22 o'clock A.M., the Court entered into Executive Session in accordance with Section 551.071, Government Code, V.T.C.A., to consult with counsel concerning contemplated litigation concerning unpaid insurance claims. The Court returned to open session at 11:30 o'clock A.M. with the following action being taken:

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to retain Robert Scogin, Attorney at Law, to represent County in litigation concerning unpaid insurance claims; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive Monthly Report of County Treasurer; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

**WINKLER COUNTY TREASURER'S REPORT**  
EULONDA EVEREST

**31-Oct-12**

<b>Balances</b>	\$	<b>468,531.31</b>
REVENUE DEPOSITS	\$	1,424,436.69
LESS SERVICE CHARGE	\$	(70.00)
LESS BANK ERROR		

**Amount Paid**

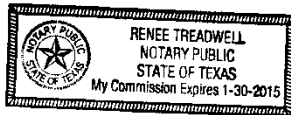
Accounts Payable	\$	804,416.39
Payroll	\$	211,054.99
Jury	\$	400.00
Fica	\$	131,093.12
Wire Transfers-CSCD	\$	36.46
Child Support	\$	426.46
Wire Transfers-Park		
Wire Transfers-Tx Pool		
Wire Transfers-TCDRS		
Tx Dept Crim Justice		
Prognosis Info	\$	19,000.00
<b>AMOUNT TO BALANCE</b>	<u>\$</u>	<u>726,470.58</u>

\$ 1,892,898.00      \$ 1,892,898.00

*Eulonda Everest*  
Eulonda Everest, County Treasurer

STATE OF TEXAS  
COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 9 day  
of November 2012



*Renee Treadwell*  
Winkler County, Texas

There were no hospital software project claims for the Court to consider at this time.

A motion was made by Commissioner Wolf and seconded by Commissioner Carpenter to approve payroll; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve the following line item adjustment(s):

**WINKLER COUNTY  
LINE ITEM ADJUSTMENTS  
NOVEMBER 26, 2012**

**KCC**

10-204-090	MAINTENANCE	\$	1,000.00	
10-204-050	UTILITIES			\$ 1,000.00
AMD-UTILITIES TO MAINTENANCE				

**KERMIT SWIMMING POOL**

10-208-020	SALARIES	\$	3,000.00	
10-210-090	MAINT EQUIPMENT			\$ 1,000.00
10-210-050	UTILITIES			\$ 2,000.00
AMD-MAINT EQUIPMENT & UTILITIES TO SALARIES				

**KERMIT SWIMMING POOL**

10-208-050	K POOL UTILITIES	\$	2,500.00	
10-209-050	K PARK UTILITIES			\$ 2,500.00
AMD-K PARK UTILITIES TO K POOL UTILITIES				

**WINK SWIMMING POOL**

10-211-020	SALARIES	\$	450.00	
10-211-050	UTILITIES			\$ 450.00
AMD-UTILITIES TO SALARIES				

**COUNTY COURT**

10-228-100	DOCKET EXPENSE	\$	25.00	
10-228-068	PROF EVALUATIONS			\$ 25.00
AMD-PROF EVALUATIONS TO DOCKET EXPENSE				

**HUMAN RESOURCES**

10-238-030	SUPPLIES	\$	400.00	
10-238-070	TRAVEL			\$ 400.00
AMD-TRAVEL TO SUPPLIES				

**DATA PROCESSING**

10-240-030	SUPPLIES	\$	500.00	
10-240-080	EQUIPMENT			\$ 500.00
AMD-EQUIPMENT TO SUPPLIES				

**COUNTY ATTORNEY**

10-401-040	TELEPHONE	\$	125.00	
10-401-021	SAL HOT CK			\$ 125.00
AMD-SAL HOT CK TO TELEPHONE				

**WINKLER COUNTY  
LINE ITEM ADJUSTMENTS  
NOVEMBER 26, 2012**

**COUNTY CLERK**

10-402-040	TELEPHONE	\$	125.00	
10-402-100	POSTAGE	\$	100.00	
10-402-186	ELECTION EXPENSE			\$ 225.00
AMD-ELECTION EXPENSE TO TELEPHONE AND POSTAGE				

**TAX ASSESSOR**

10-405-040	TELEPHONE	\$	500.00	
10-405-108	TAX ROLL PREP			\$ 500.00
AMD-TAX ROLL PREP TO TELEPHONE				

**GOLF COURSE**

10-230-080	CAPITAL EXPENDITURES	\$	25,000.00	
10-230-083	CONTINGENCY			\$ 25,000.00
AMD-CONTINGENCY TO CAPITAL EXPENDITURES FOR PRO SHOP REMODEL				

**WVFD**

10-230-080	CAPITAL EXPENDITURES	\$	20,000.00	
10-230-083	CONTINGENCY			\$ 20,000.00
AMD-CONTINGENCY TO CAPITAL EXPENDITURES FOR BACK UP PUMPER				

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following budget amendment(s):

WINKLER COUNTY  
BUDGET AMENDMENTS  
NOVEMBER 26, 2012

<b>CAPITAL EXPENDITURES</b>			
10-230-080	CAPITAL EXPENDITURES	\$	7,265.00
10-104-226	TRANSFER FROM RESERVES	\$	7,265.00
TO RECORD REVENUE AND EXPENSE FOR HOSPITAL SOFTWARE			

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

There were no Monthly Reports from County Officials of fees earned and collected for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to examine and approve bills over \$500.00 and place in line for payment; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to adjourn the meeting; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

MINUTES approved the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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COUNTY CLERK