

THE STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 10th day of December, 2012, the Commissioners' Court of Winkler County, Texas, met in Regular 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 and asked for matters of business from the audience.

Following recommendations of Kermit Volunteer Fire Department and Wink Volunteer Fire Department, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to reinstate burn ban in unincorporated areas of Winkler County for ninety (90) days or less if drought conditions change; which motion became an order of the Court upon the following vote:

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

STATE OF TEXAS §
 §
COUNTY OF WINKLER §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Commissioners Court finds that circumstances present in all of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Winkler County that all outdoor burning is prohibited in the unincorporated area of the county for ninety (90) days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners' Court based on a determination that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; or (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

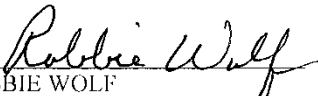
ADOPTED this 10th day of December, 2012 by a vote of 5 ayes and 0 nays.



BONNIE LECK
WINKLER COUNTY JUDGE



J. R. CARPENTER
COMMISSIONER PRECINCT 1




ROBBIE WOLF
COMMISSIONER PRECINCT 2



RANDY NEAL
COMMISSIONER PRECINCT 3



BILLY RAY THOMPSON
COMMISSIONER PRECINCT 4

ATTEST:


SHEHELIA REED
WINKLER COUNTY CLERK

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Order Prohibiting Certain Fireworks in Unincorporated Areas of Winkler County; which motion became an order of the Court upon the following vote:

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

STATE OF TEXAS §
 §
COUNTY OF WINKLER §

**ORDER PROHIBITING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF WINKLER COUNTY, TEXAS**

WHEREAS, on the 10th day of December, 2012, the Commissioners’ Court of Winkler County has determined that conditions on certain uncultivated acreage in the county are extremely hazardous for the danger of fire because of high grass or dry vegetation;

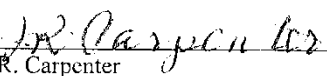
NOW, THEREFORE, the Commissioners Court of Winkler County adopts this Order prohibiting the sale or use of restricted fireworks in the unincorporated areas of Winkler County:

- A. A person may not sell, detonate, ignite, or in any way use fireworks classified as “skyrockets with sticks” under 49 C.F.R. part. 173.100(r)(2) (10-1-86 edition), or “missiles with fins” in the unincorporated areas of Winkler County.
- B. This Order does not prohibit “permissible fireworks” as authorized in Occupations Code Section 2154.003(a).
- C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C Misdemeanor.
- D. This order expires on January 2, 2013.

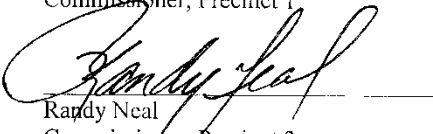
APPROVED THIS THE 10TH DAY OF DECEMBER, 2012, BY THE WINKLER COUNTY COMMISSIONERS COURT.



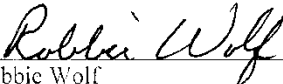
Bonnie Leck, Winkler County Judge



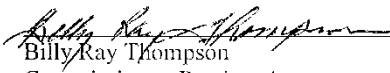
J. R. Carpenter
Commissioner, Precinct 1



Randy Neal
Commissioner, Precinct 3



Robbie Wolf
Commissioner, Precinct 2



Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:



Shethelia Reed
Winkler County Clerk

Bill Ernst, Administrator, Winkler County Memorial Hospital, reviewed financial information and monthly reports regarding Memorial Hospital with the Court.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following line item transfer(s) for Winkler County Memorial Hospital:

LINE ITEM TRANSFERS						
OCTOBER 2012						
		2012	2012	2012	OCTOBER	
		ORIGINAL	CURRENT	BUDGET	INCREASE	DECREASE
		BUDGET	BUDGET	BALANCE		
Account						
NURSING FLOOR						
3601-0034-0000	NURSING - MEDICAL EQUIPMENT	\$ 14,200	\$ 14,200	\$ 14,200.00		\$ 14,200.00
		\$ 14,200	\$ 14,200	\$ 14,200.00	\$ -	\$ 14,200.00
EMERGENCY ROOM						
3605-0045-0000	EMERGENCY RM - RN PROF SERVICE	\$ 65,000	\$ 197,000	\$ 44,037.24		\$ 13,800.00
3605-0046-0000	EMERGENCY RM - MD PROF SERV	\$ 400,000	\$ 400,000	\$ (20,065.54)	\$ 25,000.00	
3605-5000-0003	EMERGENCY RM - GLIDESCOPE MAINT			\$ (2,832.00)	\$ 2,832.00	
		\$ 465,000	\$ 597,000	\$ 21,139.70	\$ 27,832.00	\$ 13,800.00
LABORATORY						
3608-0030-0000	LABORATORY - SUPPLIES	\$ 275,000	\$ 375,000	\$ 64,606.42		\$ 1,000.00
3608-0031-0000	LAB COST OF BLOOD	\$ 6,500	\$ 6,500	\$ (702.37)	\$ 1,000.00	
		\$ 281,500	\$ 381,500	\$ 63,904.05	\$ 1,000.00	\$ 1,000.00
RADIOLOGY						
3610-0046-0000	RADIOLOGY - PROF SERV READ FEE	\$ 40,000	\$ 53,498	\$ 13,500.00		\$ 8,265.00
		\$ 40,000.00	\$ 53,498	\$ 13,500.00	\$ -	\$ 8,265.00
PHARMACY						
3612-0031-0000	PHARMACY - DRUG COST	\$ 75,000	\$ 75,000	\$ (3,626.53)	\$ 7,000.00	
3612-5000-0003	PHARMACY - CROWN	\$ 9,087	\$ 9,087	\$ (833.00)	\$ 833.00	
		\$ 84,087	\$ 84,087	\$ (4,459.53)	\$ 7,833.00	\$ -
RESPIRATORY THERAPY						
3613-5000-0002	RESP THERAPY - AIRGAS	\$ 15,343	\$ 15,343	\$ (1,390.99)	\$ 3,500.00	
		\$ 15,343	\$ 15,343	\$ (1,390.99)	\$ 3,500.00	\$ -
PHYSICAL THERAPY						
3614-0030-0000	PHYS THERAPY - SUPPLIES	\$ 3,500	\$ 3,500	\$ (134.46)	\$ 500.00	
3614-0045-0000	PHYS THERAPY - PROF SERVICES	\$ 115,000	\$ 115,000	\$ 23,595.00		\$ 500.00
		\$ 118,500	\$ 118,500	\$ 23,460.54	\$ 500.00	\$ 500.00
BUSINESS OFFICE						
3617-0046-0000	BUSINESS OFF - DATA PROCESSING	\$ 12,168	\$ 12,168	\$ (2,438.04)	\$ 6,000.00	
3617-0059-0000	BUSINESS OFF - HOSP INS EXP	\$ 120,516	\$ 107,004	\$ 37,250.40		\$ 7,000.00
3617-0106-0000	BUSINESS OFF - COLLECT AGENT EXP	\$ 26,000	\$ 26,000	\$ 10,494.21		\$ 3,000.00
		\$ 158,684	\$ 145,172	\$ 45,306.57	\$ 6,000.00	\$ 10,000.00
ENVIRONMENTAL SERVICES						
3619-0030-0000	EVR - SUPPLIES	\$ 26,000	\$ 24,500	\$ 7,131.59		\$ 1,000.00
3619-0032-0000	LAUNDRY - SUPPLIES	\$ -	\$ 1,500	\$ (116.49)	\$ 1,000.00	
		\$ 26,000	\$ 26,000	\$ 7,015	\$ 1,000	\$ 1,000
MAINTENANCE						
3622-0091-0000	MAINTENANCE - REPAIRS - EQUIPMENT	\$ 50,000	\$ 42,214	\$ 31,511.59		\$ 8,000.00
3622-5000-0006	MAINT - HEATING & AIR	\$ 25,000	\$ 25,000	\$ (2,828.72)	\$ 8,000.00	
		\$ 75,000	\$ 67,214	\$ 28,682.87	\$ 8,000.00	\$ 8,000.00
MATERIAL MANAGEMENT						
3623-0030-0000	MATERIAL MANAGEMENT - SUPPLIES	\$ 1,100	\$ 1,339	\$ (402.48)	\$ 500.00	
3623-0057-0000	MATERIAL MANAGEMENT - TCORS EXP	\$ 3,897	\$ 9,397	\$ 7,910.69		\$ 500.00
		\$ 4,997	\$ 10,736	\$ 7,508	\$ 500	\$ 500
DIRECTOR OF PERFORMANCE IMPROVEMENT						
3628-0030-0000	DIRECTOR OF PI - SUPPLIES	\$ 500	\$ 600	\$ (133.48)	\$ 300.00	
		\$ 500	\$ 600	\$ (133.48)	\$ 300.00	\$ -
COMPUTER TECH						
3632-5000-0001	IS - MAINT - SERVER	\$ 3,900	\$ 3,900	\$ (2,541.76)	\$ 3,000.00	
3632-5000-0003	IS - SERVICE - T-1 LINE	\$ 7,000	\$ 8,050	\$ (942.10)	\$ 2,000.00	
3632-5000-0008	IS - MOVE SERVER/MAINTENANCE	\$ 22,500	\$ 22,500	\$ 5,086.00		\$ 5,000.00
		\$ 33,400	\$ 34,450	\$ 1,602.14	\$ 5,000.00	\$ 5,000.00
SWING BED PROGRAM						
3633-0045-0000	SWING BED - PROF SERVICES	\$ -	\$ 3,000.00	\$ (375.00)	\$ 800.00	
		\$ -	\$ 3,000.00	\$ (375.00)	\$ 800.00	\$ -
TOTAL					\$ 62,265.00	\$ 62,265.00

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 \$15,000.00 to Prognosis for travel for hospital software training from committed funds; 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 approve request of Geralee Dodson to use Recreation Center at County Park in Kermit on Monday, December 24, 2012 for family Christmas celebration; 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 Robert Daily, Youth Minister at First Baptist Church of Kermit, to use Recreation Center at County Park in Kermit on Friday, Saturday and Sunday, March 01-03, 2013 for "Disciple Now" gathering; 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 Investment Officer; which motion became an order of the Court upon the following vote:

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

	A	B	C	D	E	F	G	H	I	J	K	L			
1															
2															
3	RECEIPTS & EXPENDITURES			INCLUDES RECEIPTS AND EXPENDITURES OF WINKLER COUNTY'S GENERAL FUND AND EMPLOYEE HEALTH BENEFIT FUND											
4	BEGINNING BALANCE OCTOBER 1, 2012			MEMORIAL HOSPITAL - WEST TEXAS STATE	OCTOBER 1 THRU OCTOBER 31, 2012			WINKLER COUNTY EMPLOYEE HEALTH BENEFIT FUND - WEST TEXAS STATE							
5	AMOUNT RECEIVED SINCE LAST REPORT	\$1,424,436.69		\$386,811.38				10/1/2012	DEPOSITS	PAID DENTAL	PAID MEDICAL	10/31/2012			
6	VD CKS			\$639,118.85				\$	(109,831.21)	\$194,963.37	\$72,525.94	\$	10,853.22		
7															
8															
9	MASTERCARD CHARGE				(\$387.21)										
10	RETURNED CHECKS														
11	AMOUNT PAID OUT SINCE LAST REPORT														
12	WIRE TRANSFERS														
13	JURY CKS			\$19,456.46											
14	CSCD PAYROLL TRANSFER			\$400.00											
15	TRANSFER FICA			\$36.46											
16	ACCOUNTS PAYABLE			\$131,093.12		\$428,276.98									
17	PAYROLL			\$604,416.35		\$153,265.15									
18	AMOUNT TO BALANCE			\$211,054.99		\$443,998.91			WINKLER COUNTY INTEREST AND SINKING FUND						
19	BALANCE	\$1,892,968.00		\$726,470.58	\$1,025,543.02	\$1,025,543.02			10/1/2012	AD VALOREM TAXES	INTEREST	DISBURSED	10/31/2012		
20													5.00	\$	166,675.40
21															
22	REPORT OF INVESTMENTS														
23															
24															
25	FEDERAL RESERVE - T-BILL ACCOUNTS														
26	26 WEEK T-BILL CUSIP #912795364	0.142%	10/04/12		\$149,893.83	\$149,980.17	REINVESTED	10/1/2012	10/1/2012	\$149,988.90	CUSIP# 912795673	MATURES 4/4/13	1001 THRU 10/31	INTEREST FOR PERIOD 10/01 THRU 10/31	10/31/2012
27	26 WEEK T-BILL CUSIP #912795609	0.152%	10/11/12		\$149,896.25	\$149,974.38	REINVESTED	10/1/2012	10/1/2012	\$149,986.65	CUSIP# 9127956295	MATURES 4/1/13	1001 THRU 10/31	INTEREST FOR PERIOD 10/01 THRU 10/31	10/31/2012
28	26 WEEK T-BILL CUSIP #912795762	0.132%	01/17/13		\$299,795.25	\$299,875.13				\$299,933.70					
29	26 WEEK T-BILL CUSIP #912795770	0.142%	01/24/13		\$299,787.67	\$299,864.67				\$299,929.50					
30	26 WEEK T-BILL CUSIP #912795707	0.147%	01/31/13		\$299,780.08	\$299,851.37				\$299,899.20					
31	26 WEEK T-BILL CUSIP #912795484	0.137%	02/07/13		\$299,785.25	\$299,853.75				\$299,888.83					
32	26 WEEK T-BILL CUSIP #912795665	0.132%	03/07/13		\$149,897.63	\$149,911.13				\$149,928.57					
33	26 WEEK T-BILL CUSIP #912795719	0.132%	03/14/13		\$299,802.83	\$299,802.83				\$299,822.10					
34	26 WEEK T-BILL CUSIP #9127957M7	0.132%	03/21/13		\$149,901.42	\$149,901.42				\$149,907.45					
35	26 WEEK T-BILL CUSIP #912795261	0.142%	03/28/13		\$149,886.25	\$149,886.25				\$149,899.95					
36	26 WEEK T-BILL CUSIP #9127956G1	0.137%	04/04/13		\$149,897.63	NEW				\$149,913.38					
37	26 WEEK T-BILL CUSIP #9127966H9	0.147%	04/11/13		\$149,896.25	NEW				\$149,898.33					
38															
39	BALANCE RESERVE			\$2,548,210.34	\$2,248,901.10	\$2,249,014.53		\$2,249,170.35		\$2,249,592.25		\$667.72		\$267.62	\$212.33
40	TEXPOOL														
41	GENERAL FUND	0.13%			\$6,470,551.69	\$5,521,424.99		\$6,470,551.69		\$5,521,424.99		(\$949,126.70)		\$873.30	\$873.30
42	HOSPITAL	0.13%			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
43	BALANCE TEXPOOL				\$6,470,551.69	\$5,521,424.99		\$6,470,551.69		\$5,521,424.99		(\$949,126.70)		\$873.30	\$873.30
44	TEXPOOL'S PORTFOLIO ASSET SUMMARY				\$	13,933,151,648.92	\$	13,943,382,158.15	\$	13,933,980,270.75	\$	13,944,450,800.05		\$868,641.90	

OCTOBER BANK TRANSACTIONS							
DATE		PAYROLL	ACCOUNTS	JURY	INTEREST	WIRE	
DEPOSIT	NUMBER		PAYABLE		DEPOSITS	TRANSFERS	DEPOSITS
10/1/2012	71353		\$ 150,000.00				\$ 318,531.31
10/1/2012	44456						\$ 318,531.31
10/1/2012	44455						\$ 319,357.51
10/1/2012	44454						\$ 321,208.81
10/1/2012							\$ 321,660.86
10/3/2012	71354-71355		\$ 600.00			\$ (70.00)	\$ 320,990.86
10/5/2012						\$ (63,754.73)	\$ 257,236.13
10/5/2012	71356-71439		\$ 292,862.37			\$ (213.23)	\$ (35,839.47)
10/5/2012	71440-71450		\$ 11,005.68				\$ (46,845.15)
10/5/2012	86633-86692	\$ 98,896.13					\$ (145,741.28)
10/5/2012	71451		\$ 16,016.56				\$ (161,757.84)
10/4/2012	44457						\$ (161,655.47)
10/4/2012							\$ 29,940.34
10/8/2012	44456						\$ 200,000.00
10/8/2012	71450		\$ 932.84			\$ (19,000.00)	\$ 68,284.87
10/8/2012	71453-71455		\$ 4,822.43				\$ 48,352.03
10/9/2012	71456-71459		\$ 1,165.51				\$ 43,529.60
10/9/2012	44458-44465						\$ 42,364.09
10/9/2012	44467						\$ 51,833.96
10/9/2012	44468						\$ 1,287.00
10/11/2012	71460-71463		\$ 32,594.36				\$ 697.68
10/11/2012	44469						\$ 63,588.37
10/12/2012							\$ 109.96
10/12/2012							\$ 53,899.86
10/12/2012							\$ 89,124.13
10/12/2012							\$ 87,458.31
10/12/2012							\$ 452.05
10/15/2012							\$ 3,943.80
10/15/2012	44492-44496						\$ 5,109.50
10/15/2012	71464-71469		\$ 4,807.68				\$ 298,878.30
10/17/2012	86693-86750	\$ 112,158.86					\$ 186,719.44
10/16/2012	71470-71474		\$ 1,271.08				\$ 185,448.36
10/19/2012	71557-71566		7041.23				\$ 178,407.13
10/22/2012	71475-71556		\$ 136,736.90			\$ (213.23)	\$ 41,457.00
10/19/2012						\$ (67,338.39)	\$ (25,881.39)
10/18/2012	71567		\$ 350.00				\$ (26,231.39)
10/18/2012							\$ 11,457.07
10/10/2012	71568-71571		\$ 97,298.77				\$ (14,774.32)
10/19/2012	5682-5691			\$ 400.00			\$ (112,073.09)
10/19/2012							\$ 250,000.00
10/19/2012						\$ (36.46)	\$ 137,526.91
10/19/2012							\$ 964.97
10/23/2012							\$ 1,191.78
10/23/2012	71572-71575		\$ 769.97				\$ 139,647.20
10/24/2012	71576-71578		\$ 850.00				\$ 138,877.23
10/24/2012							\$ 138,027.23
10/25/2012							\$ 5,573.00
10/25/2012							\$ 94.05
10/25/2012							\$ 27,524.33
10/26/2012							\$ 2,607.00
10/29/2012							\$ 92,641.51
10/29/2012	71579-71581		\$ 1,580.51				\$ 266,467.12
10/30/2012	71582-71584		\$ 587.00				\$ 264,886.61
10/30/2012	71585		\$ 43,623.50				\$ 264,299.61
10/31/2012							\$ 220,676.11
10/31/2012							\$ 500,000.00
10/31/2012							\$ 3,403.47
10/31/2012							\$ 1,141.00
10/29/2012	71426-vd		\$ (500.00)				\$ 750.00
		\$211,054.99	\$804,416.39	\$400.00	\$0.00	(\$150,626.04)	\$1,424,436.69

Winkler County	ACCOUNTS PAYABLE SYSTEM	06:55:5
31 Oct 2012	ALL Checking Accounts	
THE SOFTWARE GROUP, INC.	Disbursements Made from 10/01/12 thru 10/31/12	
PAGE 1		

Check #.....	HC	Check Date	Vendor.....	Check Amount.
71353-AP		10/01/12	WINKLER COUNTY EMPLOYEE	\$150,000.00
71354-AP		10/03/12	LUJAN, ROSALBA	\$300.00
71355-AP		10/03/12	UNDERWOOD, MARINA	\$300.00
71356-AP		10/08/12	AAT COMM/SBA STEEL INC	\$108.00
71357-AP		10/08/12	AFFILIATED FOODS INC	\$5,728.78
71358-AP		10/08/12	ALCO STORE #185	\$415.38
71359-AP		10/08/12	ALMON PEST CONTROL	\$85.00
71360-AP		10/08/12	APROTEX CORP	\$30.00
71361-AP		10/08/12	ARROW MAGNOLIA INTERNTL INC	\$455.96
71362-AP		10/08/12	R-LINE FILTER & SUPPLY INC	\$69.03
71363-AP		10/08/12	BAKER & TAYLOR BOOKS	\$104.63
71364-AP		10/08/12	BEAR GRAPHICS INC	\$19.30
71365-AP		10/08/12	BLUE TARP FINANCIAL INC	\$309.03
71366-AP		10/08/12	BRAKES & WHEELS INC	\$63.53
71367-AP		10/08/12	BUILDERS SUPPLY	\$657.61
71368-AP		10/08/12	BURKE WELDING SUPPLY & TOOL CO	\$478.00
71369-AP		10/08/12	CARPENTER, J.R.	\$294.21
71370-AP		10/08/12	CHRIS WELDER REPAIR	\$128.89
71371-AP		10/08/12	COHORN, RON L PHD	\$250.00
71372-AP		10/08/12	COMMERCIAL ICE MACHINE CO	\$333.11
71373-AP		10/08/12	COMMUNITY RADIOLOGY ASSOCIATES	\$28.64
71374-AP		10/08/12	COOKS CORRECTIONAL	\$62.32
71375-AP		10/08/12	COOPER, CHARLES E	\$800.00
71376-AP		10/08/12	CORNERSTONE PROGRAMS CORP	\$225.20
71377-AP		10/08/12	DELL MARKETING/DELL USA LP	\$525.00
71378-AP		10/08/12	DEPARTMENT INFORMATION RESOURC	\$19.80
71379-AP		10/08/12	DESIREE BOUTIQUE	\$59.98
71380-AP		10/08/12	DIRECT ENERGY	\$383.38
71381-AP		10/08/12	EVERETT, JAMES	\$101.72
71382-AP		10/08/12	GALE	\$271.48
71383-AP		10/08/12	HOLLYFRONTIER	\$27,373.15
71384-AP		10/08/12	HOOPER, MARK ATTY	\$2,200.00
71385-AP		10/08/12	HOYT ENTERPRISES INC	\$8,000.00
71386-AP		10/08/12	HYDE, SHAWN M	\$25.00
71387-AP		10/08/12	JONES McCURE PUBLISHING	\$141.00
71388-AP		10/08/12	KEELY, GEORGE	\$514.00
71389-AP		10/08/12	KENT TIRE COMPANY	\$128.00
71390-AP		10/08/12	KERMIT MOTOR COMPANY INC	\$478.38
71391-AP		10/08/12	KERMIT PHARMACY	\$397.24
71392-AP		10/08/12	KIND OIL OF TEXAS	\$103.98
71393-AP		10/08/12	KNOX WASTE SVC	\$98.34
71394-AP		10/08/12	LEAVITT, JOHN	\$25.00
71395-AP		10/08/12	LECK, BONNIE	\$242.54
71396-AP		10/08/12	LESLIE'S POOL SUPPLIES	\$857.43
71397-AP		10/08/12	M & M TRUCK CENTER INC	\$337.08
71398-AP		10/08/12	MASTERCARD	\$109.57
71399-AP		10/08/12	MAYFIELD PAPER COMPANY	\$1,897.70
71400-AP		10/08/12	MED-TECH RESOURCE INC	\$238.64
71401-AP		10/08/12	MEMORIAL HOSPITAL	\$126,113.56
71402-AP		10/08/12	MIXON, GLENDA	\$200.00

Winkler County 12	ACCOUNTS PAYABLE SYSTEM	31 Oct
THE SOFTWARE GROUP, INC. PAGE 2	ALL Checking Accounts Disbursements Made from 10/01/12 thru 10/31/12	

Check #.....	HC	Check Date	Vendor.....	Check Amount.
71404-AP		10/08/12	MUNIZ, GUADALUPE	\$363.24
71405-AP		10/08/12	NEAL, RANDY	\$1,655.87
71406-AP		10/08/12	OFFICE DEPOT INC	\$1,404.15
71407-AP		10/08/12	PATTILLO, DIANE	\$357.42
71408-AP		10/08/12	PERDUE, BRANDON, FIELDER, COLLINS	\$90.00
71409-AP		10/08/12	POSTMASTER	\$630.00
71410-AP		10/08/12	PRODUCTIVITY CENTER INC	\$295.00
71411-AP		10/08/12	PUBLIC SAFETY CENTER INC	\$542.38
71412-AP		10/08/12	PUMPKIN BOOKS INC	\$158.94
71413-AP		10/08/12	QUILL CORPORATION	\$949.96
71414-AP		10/08/12	REDWOOD TOXICOLOGY LAB INC	\$68.25
71415-AP		10/08/12	ROGERS, JERRY	\$253.20
71416-AP		10/08/12	SALINAS, ROLAND	\$120.00
71417-AP		10/08/12	SCOWN, TRACEY BRIGHT	\$400.00
71418-AP		10/08/12	SETTLE, CHASE	\$68.63
71419-AP		10/08/12	SLICK'S AUTO SUPPLY & HDWE INC	\$1,475.84
71420-AP		10/08/12	SOUTHWEST TURF SVCS INC	\$1,382.50
71421-AP		10/08/12	STATE COMPTROLLER	\$67,101.77
71422-AP		10/08/12	TALIAFERRO, STEPHEN	\$3,156.65
71423-AP		10/08/12	TERRY, MARK	\$425.99
71424-AP		10/08/12	TEXAS ASSN OF COUNTIES	\$6,613.00
71425-AP		10/08/12	TEXAS COMMISSION ENVIRONMENTAL	\$20.00
71426-AP-VOID		10/08/12	TEXAS PARKS & WILDLIFE	
71427-AP		10/08/12	TEXAS PATCHER	\$1,220.68
71428-AP		10/08/12	TEXAS STATE LIBRARY & ARCHIVES	\$119.00
71429-AP		10/08/12	THOMPSON, BILLY RAY	\$256.97
71430-AP		10/08/12	TYLER TECHNOLOGIES, INC	\$6,215.50
71431-AP		10/08/12	V-SHOP	\$30.00
71432-AP		10/08/12	WEST PUBLISHING CORP	\$216.00
71433-AP		10/08/12	WEST TEXAS WINDSHIELDS	\$40.00
71434-AP		10/08/12	WILLIAMS, STEVE	\$14.50
71435-AP		10/08/12	WINKLER COUNTY NEWS	\$997.50
71436-AP		10/08/12	WOLF, ROBBIE	\$253.51
71437-AP		10/08/12	WRIGHT, DONNA - COUNTY CLERK	\$250.00
71438-AP		10/08/12	WTG FUELS INC	\$13,170.45
71439-AP		10/08/12	YELLOWHOUSE MACHINERY CO	\$83.55
71440-AP		10/05/12	DEARBORN NATIONAL LIFE INS CO	\$1,220.24
71441-AP		10/05/12	GLENDA MIXON	\$80.00
71442-AP		10/05/12	SECURITY BENEFIT GROUP	\$1,234.13
71443-AP		10/05/12	GLENDA MIXON	\$60.00
71444-AP		10/05/12	AMERICAN FAMILY LIFE ASSURANCE	\$1,855.13
71445-AP		10/05/12	WESTEX COMMUNITY CREDIT UNION	\$4,912.00
71446-AP		10/05/12	CONSECO SENIOR HEALTH INS	\$120.75
71447-AP		10/05/12	FRANKS, PATTI	\$105.00
71448-AP		10/05/12	AMERICAN GENERAL LIFE & ACCIDE	\$24.23
71449-AP		10/05/12	AFL CRITICAL ILLNESS	\$1,328.20
71450-AP		10/05/12	SECURITY BENEFIT	\$50.00
71451-AP		10/05/12	TRANE U.S. INC	\$16,016.56
71452-AP		10/05/12	TEXAS ASSN OF COUNTIES	\$932.84
71453-AP		10/08/12	CARROT-TOP INDUSTRIES	\$1,065.85
71454-AP		10/08/12	CITY OF KERMIT	\$3,268.54
71455-AP		10/08/12	WESTERN HYDRO	\$100.00

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Winkler County	ACCOUNTS PAYABLE SYSTEM	31 Oct
12		
	ALL Checking Accounts	
THE SOFTWARE GROUP, INC.	Disbursements Made from 10/01/12 thru 10/31/12	
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Check #.....	HC	Check Date	Vendor.....	Check Amount.
71456-AP		10/09/12	HOME DEPOT CREDIT SVCS	\$226.88
71457-AP		10/09/12	SUDDEN LINK	\$64.99
71458-AP		10/09/12	TRACTOR SUPPLY CO	\$329.99
71459-AP		10/09/12	WEST TEXAS GAS INC	\$543.65
71460-AP		10/11/12	LOWE'S HOME CENTERS INC	\$480.77
71461-AP		10/11/12	LUJAN, OSWALD	\$350.00
71462-AP		10/11/12	VILLAREAL, NORA	\$300.00
71463-AP		10/11/12	WTU RETAIL ENERGY	\$31,463.59
71464-AP		10/15/12	AT&T	\$3,546.58
71465-AP		10/15/12	BEJARANO, MELISSA	\$300.00
71466-AP		10/15/12	MASTERCARD	\$692.85
71467-AP		10/15/12	MASTERCARD/4H	\$8.65
71468-AP		10/15/12	SIMPSON, VIDA	\$85.00
71469-AP		10/15/12	SUDDEN LINK	\$174.60
71470-AP		10/16/12	CARRILLO, ANA	\$300.00
71471-AP		10/16/12	GIRL SCOUTS OF WINKLER COUNTY	\$300.00
71472-AP		10/16/12	SBC/AT&T	\$233.04
71473-AP		10/16/12	TEXAS PARKS & WILDLIFE	\$400.00
71474-AP		10/16/12	TXU ENERGY	\$38.04
71475-AP		10/22/12	4M YOUTH SERVICES INC	\$3,059.68
71476-AP		10/22/12	AFFILIATED FOODS INC	\$4,986.48
71477-AP		10/22/12	AFTER HOURS RENTAL MART	\$37.89
71478-AP		10/22/12	ALCO STORE #185	\$87.61
71479-AP		10/22/12	ALMON PEST CONTROL	\$85.00
71480-AP		10/22/12	ANTLEY, CENDY BRISTER	\$100.00
71481-AP		10/22/12	BARNETT, BREELA DANYELA	\$6.53
71482-AP		10/22/12	BILL WILLIAMS TIRE CENTER	\$858.36
71483-AP		10/22/12	BLOUNT, ROXANE J	\$350.00
71484-AP		10/22/12	BURKE WELDING SUPPLY & TOOL CO	\$114.00
71485-AP		10/22/12	BWI COMPANIES INC	\$784.06
71486-AP		10/22/12	CAPITAL GRAPHICS INC	\$421.50
71487-AP		10/22/12	CARPENTER, J.R.	\$300.00
71488-AP		10/22/12	CDW GOV INC	\$76.89
71489-AP		10/22/12	CHEMSEARCH	\$86.90
71490-AP		10/22/12	CITY OF KERMIT	\$53.27
71491-AP		10/22/12	CITY OF ODESSA	\$14.00
71492-AP		10/22/12	CITY OF WINK	\$857.45
71493-AP		10/22/12	COMMERCIAL ICE MACHINE CO	\$632.43
71494-AP		10/22/12	COMMUNITY RADIOLOGY ASSOCIATES	\$83.18
71495-AP		10/22/12	CORNERSTONE PROGRAMS CORP	\$8,220.00
71496-AP		10/22/12	DAY, JOHN	\$100.00
71497-AP		10/22/12	DECOTY COFFEE CO	\$640.50
71498-AP		10/22/12	DESILETS, DANIEL L DDS	\$192.00
71499-AP		10/22/12	DESIREE BOUTIQUE	\$549.85
71500-AP		10/22/12	DON WISE TRANS SVC INC	\$2,676.67
71501-AP		10/22/12	E-LIBRIS TECHNOLOGIES LLC	\$475.69
71502-AP		10/22/12	EIGHTH COURT OF APPEALS	\$155.00
71503-AP		10/22/12	ELECTION SYSTEMS & SOFTWARE	\$4,364.68
71504-AP		10/22/12	ETARNAGY INC	\$3,912.00
71505-AP		10/22/12	FRANKS, PATTI	\$50.59
71506-AP		10/22/12	GALLS INC	\$405.49
71507-AP		10/22/12	-----	-----

Winkler County 12	ACCOUNTS PAYABLE SYSTEM	31 Oct
THE SOFTWARE GROUP, INC.	ALL Checking Accounts Disbursements Made from 10/01/12 thru 10/31/12	
PAGE 4		

Check #.....	HC	Check Date	Vendor.....	Check Amount.
71508-AP		10/22/12	GRAINGER INC	\$633.74
71509-AP		10/22/12	HEALTHLAND	\$2,567.27
71510-AP		10/22/12	HOLLEN ELECTRICAL SERVICE	\$69.80
71511-AP		10/22/12	HOLLY, GREG M	\$322.20
71512-AP		10/22/12	KEELY, DARLA	\$176.50
71513-AP		10/22/12	KENT TIRE COMPANY	\$35.00
71514-AP		10/22/12	KERMIT MOTOR COMPANY INC	\$849.50
71515-AP		10/22/12	KERMIT PHARMACY	\$662.67
71516-AP		10/22/12	KEYSTONE PUMP & SUPPLY	\$224.36
71517-AP		10/22/12	KIND OIL OF TEXAS	\$87.36
71518-AP		10/22/12	KOFILE SOLUTIONS	\$967.50
71519-AP		10/22/12	LECK, BONNIE	\$11.50
71520-AP		10/22/12	MARTINEZ, ALVARO JR	\$400.00
71521-AP		10/22/12	MARY'S FLOWERS	\$1,332.00
71522-AP		10/22/12	MAYFIELD PAPER COMPANY	\$286.08
71523-AP		10/22/12	MEMORIAL HOSPITAL	\$11,800.94
71524-AP		10/22/12	MONAHAN'S ACE HARDWARE	\$732.11
71525-AP		10/22/12	NEAL, RANDY	\$351.06
71526-AP		10/22/12	NETWEST ONLINE INC	\$17.95
71527-AP		10/22/12	OFFICE DEPOT INC	\$801.47
71528-AP		10/22/12	PACIFIC TELEMANAGEMENT SVCS	\$100.00
71529-AP		10/22/12	PERMIAN BASIN REGIONAL	\$2,000.00
71530-AP		10/22/12	PETRO COMMUNICATIONS INC	\$275.00
71531-AP		10/22/12	PSYCHEMEDICS CORP	\$53.90
71532-AP		10/22/12	PUBLIC SAFETY CENTER INC	\$241.32
71533-AP		10/22/12	ROBERTSON'S GROCERY	\$16.56
71534-AP		10/22/12	SEALE TIRE SALES & SERVICE	\$468.00
71535-AP		10/22/12	SOUTHWEST SECURITY ALARMS	\$160.00
71536-AP		10/22/12	SPROUSE, VINCENT A	\$10.42
71537-AP		10/22/12	STATE COMPTROLLER	\$27,731.52
71538-AP		10/22/12	STATE FARM INSURANCE	\$50.00
71539-AP		10/22/12	TERRY COUNTY TRACTOR INC	\$200.90
71540-AP		10/22/12	TERRY, SHERRY, DIST CLERK	\$595.47
71541-AP		10/22/12	TEXAS DISTRICT & COUNTY ATTORN	\$825.00
71542-AP		10/22/12	TEXAS JUDICIAL ACADEMY	\$200.00
71543-AP		10/22/12	THOMPSON, BILLY RAY	\$397.94
71544-AP		10/22/12	TREADWELL, RENEE	\$34.85
71545-AP		10/22/12	TWO PRO MGMT LLC	\$500.00
71546-AP		10/22/12	TYLER TECHNOLOGIES, INC	\$7,649.00
71547-AP		10/22/12	UNIVERSITY OF TEXAS SYSTEMS	\$20,800.00
71548-AP		10/22/12	V-SHOP	\$125.00
71549-AP		10/22/12	WCC ENERGY	\$546.00
71550-AP		10/22/12	WEST PUBLISHING CORP	\$875.00
71551-AP		10/22/12	WEST TEXAS MAWR	\$700.00
71552-AP		10/22/12	WILLIAMS, STEVE	\$468.35
71553-AP		10/22/12	WINKLER COUNTY NEWS	\$325.50
71554-AP		10/22/12	WOLF, ROBBIE	\$400.00
71555-AP		10/22/12	WTG FUELS INC	\$10,030.31
71556-AP		10/22/12	YELLOWHOUSE MACHINERY CO	\$2,959.85
71557-AP		10/19/12	NEW YORK LIFE INSURANCE CO	\$12.00
71558-AP		10/19/12	MEMORIAL HOSPITAL ACCTS REC (H	\$165.00
71559-AP		10/19/12	CLARK, RYAN	\$22.00

Check #.....	HC	Check Date	Vendor.....	Check Amount.
71560-AP		10/19/12	SECURITY BENEFIT GROUP	\$1,234.13
71561-AP		10/19/12	GLENDA MIXON	\$50.00
71562-AP		10/19/12	TG	\$382.30
71563-AP		10/19/12	WESTEX COMMUNITY CREDIT UNION	\$4,901.00
71564-AP		10/19/12	FRANKS, PATTI	\$105.00
71565-AP		10/19/12	LEGALSHIELD	\$51.00
71566-AP		10/19/12	SECURITY BENEFIT	\$50.00
71567-AP		10/10/12	SOUTHERN UNION GAS SVCS	\$350.00
71568-AP		10/10/12	LUJAN, LETICIA	\$350.00
71569-AP		10/10/12	RUIZ, VICTORIA	\$300.00
71570-AP		10/10/12	SUDDEN LINK	\$33.23
71571-AP		10/10/12	TEXAS COUNTY & DISTRICT RETIRE	\$96,615.54
71572-AP		10/23/12	CHAVEZ, MARIA ELENA	\$325.00
71573-AP		10/23/12	STAPLES CREDIT PLAN	\$123.99
71574-AP		10/23/12	SUDDEN LINK	\$42.14
71575-AP		10/23/12	TEXAS GAS SVC	\$278.84
71576-AP		10/24/12	ABILA, NORMA	\$250.00
71577-AP		10/24/12	COLEMAN, MARK	\$300.00
71578-AP		10/24/12	DUNLAP, JAMIE	\$300.00
71579-AP		10/29/12	CITY OF WINK	\$1,203.22
71580-AP		10/29/12	MASTERCARD GOLD (COUNTYWIDE)	\$227.29
71581-AP		10/29/12	TEXAS DEPT OF STATE HEALTH SVC	\$150.00
71582-AP		10/30/12	ALMANZA, MINERVA	\$200.00
71583-AP		10/30/12	GARCIA, SUSANA	\$300.00
71584-AP		10/30/12	HARTLEY, WANNAH L	\$87.00
71585-AP		10/30/12	R H ADMINISTRATORS	\$43,623.50
Total for AP - ACCOUNTS PAYABLE				\$804,416.39
				\$804,416.39

233 records listed.

CHECK.....	Check Date PAYROLL DATE		Issued to.....	NET PAY..	DD	STATUS.
86633-PR	10/05/12	10/05/12	TREACHELL, RENEE SUZANNE	880.42		
86634-PR	10/05/12	10/05/12	LARA, RAUL M.	769.41		
86635-PR	10/05/12	10/05/12	VELASQUEZ, PEDRO CARRASCO	874.67		
86636-PR	10/05/12	10/05/12	WOLFE, PATRICIA L.	267.16		
86637-PR	10/05/12	10/05/12	OXEDINE, KAYSTIE JAYE	147.45	N	
86638-PR	10/05/12	10/05/12	PAUDA, AUSTIN MARCELINO	168.53	N	
86639-PR	10/05/12	10/05/12	WOLF, KELSEY JENAE	300.95	N	
86640-PR	10/05/12	10/05/12	COOPER, CHARLES E.	297.25		
86641-PR	10/05/12	10/05/12	ROBERTS, WALTER MARIE JR.	953.94	N	
86642-PR	10/05/12	10/05/12	RAMOS, GREGIA RAE	79.37	N	
86643-PR	10/05/12	10/05/12	ATVAS, MAHUEL CARBAJAL	101.05	N	
86644-PR	10/05/12	10/05/12	WHITE, JULIE MARINA	342.30		
86645-PR	10/05/12	10/05/12	WHITE, MARVINA LEE	117.92	N	
86646-PR	10/05/12	10/05/12	WILLIAMS, DOMINIQUE MICHA	87.27	N	
86647-PR	10/05/12	10/05/12	BUSTAMANTE, REYES PALLANES JR.	794.08		
86648-PR	10/05/12	10/05/12	O'CONNOR, STEPHEN M.	919.54		
86649-PR	10/05/12	10/05/12	WOLF, GERRY L.	937.97	N	
86650-PR	10/05/12	10/05/12	GORDON, LUCAS CARL	237.71	N	
86651-PR	10/05/12	10/05/12	BURROLA, CRYSTAL T	289.29	N	
86652-PR	10/05/12	10/05/12	ALARCON, SYLVESTER	442.00		
86653-PR	10/05/12	10/05/12	DUNN, DOUGLAS STEVAN	439.98		
86654-PR	10/05/12	10/05/12	HOLLEY, TOSY W	69.88		
86655-PR	10/05/12	10/05/12	PARKER, ROSA M	313.61	N	
86656-PR	10/05/12	10/05/12	MUNCY, MARTIN B	0.00		
86657-PR	10/05/12	10/05/12	HAWKINS, ROBBIE L.	671.77		
86658-PR	10/05/12	10/05/12	TERRY, MARK C	1,231.21	N	
86659-PR	10/05/12	10/05/12	THOMPSON, BILLY RAY	1,201.58	N	
86660-PR	10/05/12	10/05/12	KAPKA, DON E	736.47		
86661-PR	10/05/12	10/05/12	MITCHELL, GENE E	732.04	N	
86662-PR	10/05/12	10/05/12	MITCHELL, HENRY LEON	799.63		
86663-PR	10/05/12	10/05/12	GARCIA, PEDRO F.	494.68		
86664-PR	10/05/12	10/05/12	HENDERSON, JOHN E.	934.54	N	
86665-PR	10/05/12	10/05/12	WHITE, ROBERT L. SR.	866.06		
86666-PR	10/05/12	10/05/12	GREENE, PAM S.	638.56		
86667-PR	10/05/12	10/05/12	REED, SHETHELIA I.	1,389.29	N	
86668-PR	10/05/12	10/05/12	WARBOIS, DEBRA A	813.79		
86669-PR	10/05/12	10/05/12	CHAVES, BARBARA B	252.69	N	
86670-PR	10/05/12	10/05/12	ALEXANDER, LADONNA L	991.69	N	
86671-PR	10/05/12	10/05/12	ARMENDARIZ, LERIOA	701.23		
86672-PR	10/05/12	10/05/12	CARTWRIGHT, CHRISTINE M	884.67	N	
86673-PR	10/05/12	10/05/12	CROW, RICHARD LEROY	1,115.58	N	
86674-PR	10/05/12	10/05/12	DOBSON, KIM	572.48	N	
86675-PR	10/05/12	10/05/12	GALLEGOS, SUKI A.	797.19		
86676-PR	10/05/12	10/05/12	GLOVER, ANTHONY DESHAWN	992.32	N	
86677-PR	10/05/12	10/05/12	HATTAWAY, ELENA BERDOZA	79.24		
86678-PR	10/05/12	10/05/12	JOHNSON, DYSTINEY LYNN	892.45	N	
86679-PR	10/05/12	10/05/12	KEELY, DARLA J	267.42	N	

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
86680-PR	10/05/12	10/05/12	KEELY, GEORGE J. JR.	1,002.05	N	
86681-PR	10/05/12	10/05/12	LONG, ROY L.	1,072.34		
86682-PR	10/05/12	10/05/12	MARTINEZ, JOHNNY ANGEL	745.32	N	
86683-PR	10/05/12	10/05/12	MONTEZ, JIM	327.19	N	
86684-PR	10/05/12	10/05/12	ROBERTS, BONNIE MAY	870.20	N	
86685-PR	10/05/12	10/05/12	SOLTERO, JOSE L.	1,227.99		
86686-PR	10/05/12	10/05/12	SOTELO, KIMBERLY LUANN	982.47	N	
86687-PR	10/05/12	10/05/12	TRIBBLE, BILL DAVID	1,024.54		
86688-PR	10/05/12	10/05/12	UNDERWOOD, WILLIAM F	946.42		
86689-PR	10/05/12	10/05/12	EASLEY, ROBIN RENE'	450.50	N	
86690-PR	10/05/12	10/05/12	JACKSON, PHYLLIS L.	1,035.32		
86691-PR	10/05/12	10/05/12	RANDOLPH, DIXIE K.	893.37		
86692-PR	10/05/12	10/05/12	TERRY, SHERRY A.	1,411.46	N	
				40,338.46		
86693-PR	10/19/12	10/19/12	TREADWELL, RENEE SUZANNE	1,198.89		
86694-PR	10/19/12	10/19/12	LARA, RAUL M.	920.36		
86695-PR	10/19/12	10/19/12	VELASQUEZ, PEDRO CARRASCO	1,035.73		
86696-PR	10/19/12	10/19/12	WOLFE, PATRICIA L.	267.16		
86697-PR	10/19/12	10/19/12	GUZMAN, ELIAS MICHAEL	89.63	N	
86698-PR	10/19/12	10/19/12	OXYDINE, KAYSIE JAYE	210.71	N	
86699-PR	10/19/12	10/19/12	PAUDA, AUSTIN MARCELINO	210.71	N	
86700-PR	10/19/12	10/19/12	WOLF, KELSEY JENAE	300.95	N	
86701-PR	10/19/12	10/19/12	COOPER, CHARLES E.	297.35		
86702-PR	10/19/12	10/19/12	ROBERTS, WALTER MARIE JR.	1,309.16	N	
86703-PR	10/19/12	10/19/12	RIVAS, MANUEL CARBAJAL	28.30	N	
86704-PR	10/19/12	10/19/12	WHITE, JULIE MARINA	261.32		
86705-PR	10/19/12	10/19/12	WHITE, MARVINA LEE	56.61	N	
86706-PR	10/19/12	10/19/12	BUSTAMANTE, REYES PALLANES JR.	940.80		
86707-PR	10/19/12	10/19/12	O'CONNOR, STEPHEN M.	1,023.74		
86708-PR	10/19/12	10/19/12	WOLF, GERRY L.	1,107.53	N	
86709-PR	10/19/12	10/19/12	GORDON, LUCAS CARL	60.30	N	
86710-PR	10/19/12	10/19/12	BURROLA, CRISTAL T	266.21	N	
86711-PR	10/19/12	10/19/12	ALARCON, SYLVESTER	105.82		
86712-PR	10/19/12	10/19/12	DUNN, DOUGLAS STEVAN	696.60		
86713-PR	10/19/12	10/19/12	HOLLEY, TOBY W	69.08		
86714-PR	10/19/12	10/19/12	PARKER, ROSA M	704.06	N	
86715-PR	10/19/12	10/19/12	MUNCY, MARTIN B	0.00		
86716-PR	10/19/12	10/19/12	HAWKINS, ROBBIE L.	968.83		
86717-PR	10/19/12	10/19/12	TERRY, MARK C	1,245.99	N	
86718-PR	10/19/12	10/19/12	THOMPSON, BILLY RAY	1,375.99	N	
86719-PR	10/19/12	10/19/12	KAPKA, DON E	369.07		
86720-PR	10/19/12	10/19/12	MITCHELL, GENE E	805.44	N	
86721-PR	10/19/12	10/19/12	MITCHELL, HENRY LEON	917.07		
86722-PR	10/19/12	10/19/12	GARCIA, PEDRO F.	680.94		
86723-PR	10/19/12	10/19/12	HENDERSON, JOHN E.	1,235.30	N	

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
86724-PR	10/19/12	10/19/12	WHITE, ROBERT L. SR.	1,068.82		
86725-PR	10/19/12	10/19/12	GREENE, PAW G.	997.86		
86726-PR	10/19/12	10/19/12	REED, SETHHELIA I.	1,606.78	N	
86727-PR	10/19/12	10/19/12	WARDOIS, DEBRA A	979.52		
86728-PR	10/19/12	10/19/12	ALEXANDER, LADONNA L	997.99	N	
86729-PR	10/19/12	10/19/12	ARMENDARIZ, LERIDA	818.75		
86730-PR	10/19/12	10/19/12	CARTWRIGHT, CHRISTINE M	979.27	N	
86731-PR	10/19/12	10/19/12	CROW, RICHARD LEROY	1,227.68	N	
86732-PR	10/19/12	10/19/12	DOBSON, KIM	572.48	N	
86733-PR	10/19/12	10/19/12	GALLEGOS, SUKI A.	985.72		
86734-PR	10/19/12	10/19/12	GLOVER, ANTHONY DESHAUN	1,201.61	N	
86735-PR	10/19/12	10/19/12	HATTAWAY, ELENA BERDOZA	79.24		
86736-PR	10/19/12	10/19/12	JOHNSON, DYSTINEY LYNN	900.89	N	
86737-PR	10/19/12	10/19/12	KEELY, DARLA J	222.74	N	
86738-PR	10/19/12	10/19/12	KEELY, GEORGE J. JR.	1,851.85	N	
86739-PR	10/19/12	10/19/12	LONG, ROY L.	1,211.15		
86740-PR	10/19/12	10/19/12	MARTINEZ, JOHNNY ANGEL	861.91	N	
86741-PR	10/19/12	10/19/12	MONTEZ, JIM	1,048.18	N	
86742-PR	10/19/12	10/19/12	ROBERTS, BONNIE MAY	1,207.35	N	
86743-PR	10/19/12	10/19/12	SOLTERO, JOSE L.	1,241.42		
86744-PR	10/19/12	10/19/12	SOTELO, KIMBERLY LUANN	1,066.36	N	
86745-PR	10/19/12	10/19/12	TRIBBLE, BILL DAVID	1,182.80		
86746-PR	10/19/12	10/19/12	UNDERWOOD, WILLIAM F	954.66		
86747-PR	10/19/12	10/19/12	EAGLEY, ROBIN REBE'	668.18	N	
86748-PR	10/19/12	10/19/12	JACKSON, PHYLLIS L.	1,166.17		
86749-PR	10/19/12	10/19/12	RANDOLPH, DIXIE K.	1,015.55		
86750-PR	10/19/12	10/19/12	TERRY, SHERRY A.	1,616.98	N	
				47,120.23		
163481000-PR	10/05/12	10/05/12	ANCHONDO, JOE BRIAN	1,579.56	Y	CLEAR
163481001-PR	10/05/12	10/05/12	ARMENDARIZ, ELVIA G.	279.56	Y	CLEAR
163481002-PR	10/05/12	10/05/12	ARMENDARIZ, JUAN DEDIOS	936.31	Y	CLEAR
163481003-PR	10/05/12	10/05/12	ASHABRANNER, JEFFREY COLE	907.08	Y	CLEAR
163481004-PR	10/05/12	10/05/12	BAKER, GENEVA RAQUEL	985.35	Y	CLEAR
163481005-PR	10/05/12	10/05/12	BARRON, BRENDA L	811.20	Y	CLEAR
163481006-PR	10/05/12	10/05/12	BLABS, DONNA LINDSAY	531.92	Y	CLEAR
163481007-PR	10/05/12	10/05/12	CARPENTER, J. R.	1,266.23	Y	CLEAR
163481008-PR	10/05/12	10/05/12	GATES, SAMMIE ALTON JR.	848.54	Y	CLEAR
163481009-PR	10/05/12	10/05/12	DUNN, DOUGLAS STEVAN	1,052.30	Y	CLEAR
163481010-PR	10/05/12	10/05/12	EGGER, MONTY ZANE	840.94	Y	CLEAR
163481011-PR	10/05/12	10/05/12	EVEREST, EULONDA	200.32	Y	CLEAR
163481012-PR	10/05/12	10/05/12	EVERETT, JAMES S	2,695.17	Y	CLEAR
163481013-PR	10/05/12	10/05/12	FAMBAO, TIFFANY ELIZABETH	1,329.24	Y	CLEAR
163481014-PR	10/05/12	10/05/12	FLOWERS, RONNIE CLAUDE	824.64	Y	CLEAR
163481015-PR	10/05/12	10/05/12	FRANKS, PATRICIA A.	1,269.02	Y	CLEAR
163481016-PR	10/05/12	10/05/12	GARRETT, CARL MICHAEL	1,016.19	Y	CLEAR

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
163481017-PR	10/05/12	10/05/12	GUZMAN, DOMINGO JR.	784.37	Y	CLEAR
163481018-PR	10/05/12	10/05/12	HAMMOND, SUSAN MARIE	690.00	Y	CLEAR
163481019-PR	10/05/12	10/05/12	HARTLEY, WANNAH L	1,290.52	Y	CLEAR
163481020-PR	10/05/12	10/05/12	HEREDIA, BRENNIA TERESA	631.22	Y	CLEAR
163481021-PR	10/05/12	10/05/12	HOLDER, PAULA JEANNE	647.54	Y	CLEAR
163481022-PR	10/05/12	10/05/12	HOLGUIN, DOROTHY A	364.46	Y	CLEAR
163481023-PR	10/05/12	10/05/12	HOLLEY, TOBY W	994.40	Y	CLEAR
163481024-PR	10/05/12	10/05/12	JEROME, ALLEN RAY	827.27	Y	CLEAR
163481025-PR	10/05/12	10/05/12	JOHNSON, CHERYL L.	565.30	Y	CLEAR
163481026-PR	10/05/12	10/05/12	KEMP, TEVIN SCOTT	771.59	Y	CLEAR
163481027-PR	10/05/12	10/05/12	KLINE, KATY P.	410.73	Y	CLEAR
163481028-PR	10/05/12	10/05/12	KYLE, RICHARD LESLIE	892.07	Y	CLEAR
163481029-PR	10/05/12	10/05/12	LALONDE, RODNEY L	797.33	Y	CLEAR
163481030-PR	10/05/12	10/05/12	LALONDE, SHEILA GATLE	605.62	Y	CLEAR
163481031-PR	10/05/12	10/05/12	LEAVITT, JOHN HARVEY	1,100.27	Y	CLEAR
163481032-PR	10/05/12	10/05/12	LECK, BONNIE S.	1,733.14	Y	CLEAR
163481033-PR	10/05/12	10/05/12	LUJAN, AIDA M	279.56	Y	CLEAR
163481034-PR	10/05/12	10/05/12	LUJAN, JO H	873.26	Y	CLEAR
163481035-PR	10/05/12	10/05/12	LUJAN, LORINA PULIDO	115.31	Y	CLEAR
163481036-PR	10/05/12	10/05/12	MITCHELL, JAMES D	1,122.78	Y	CLEAR
163481037-PR	10/05/12	10/05/12	NIXON, GLENDA J.	322.53	Y	CLEAR
163481038-PR	10/05/12	10/05/12	NEAL, RANDY M	1,212.73	Y	CLEAR
163481039-PR	10/05/12	10/05/12	OKEDINE, JULIE ANN	1,019.19	Y	CLEAR
163481040-PR	10/05/12	10/05/12	PARKER, ROSA M.	583.73	Y	CLEAR
163481041-PR	10/05/12	10/05/12	PRICE, DON WOOD	855.41	Y	CLEAR
163481042-PR	10/05/12	10/05/12	REYNOLDS, COLBY TYREL	960.14	Y	CLEAR
163481043-PR	10/05/12	10/05/12	RIVAS, SILVIA Z	615.30	Y	CLEAR
163481044-PR	10/05/12	10/05/12	RODRIGUEZ, LAURIE ANN	667.79	Y	CLEAR
163481045-PR	10/05/12	10/05/12	ROGERS, JERRY NEIL	96.70	Y	CLEAR
163481046-PR	10/05/12	10/05/12	SETTLE, CHASE E.	302.29	Y	CLEAR
163481047-PR	10/05/12	10/05/12	SHEPARD, SANDRA KAY	2,051.58	Y	CLEAR
163481048-PR	10/05/12	10/05/12	SHIPLEY, DANA A	299.04	Y	CLEAR
163481049-PR	10/05/12	10/05/12	SHIPLEY, DANA A	408.47	Y	CLEAR
163481050-PR	10/05/12	10/05/12	SHROPSHIRE, LAURIE BETH	893.22	Y	CLEAR
163481051-PR	10/05/12	10/05/12	SIMPSON, VIDA D.	824.91	Y	CLEAR
163481052-PR	10/05/12	10/05/12	SOLTERO, MINERVA ZAMARRON	937.16	Y	CLEAR
163481053-PR	10/05/12	10/05/12	SPAUDLING, BRIAN A	957.71	Y	CLEAR
163481054-PR	10/05/12	10/05/12	STAGGS, TYLER S	270.52	Y	CLEAR
163481055-PR	10/05/12	10/05/12	TALIAFERRO, NORMA ANNE	773.75	Y	CLEAR
163481056-PR	10/05/12	10/05/12	TALIAFERRO, NORMA ANNE	380.09	Y	CLEAR
163481057-PR	10/05/12	10/05/12	TALIAFERRO, NORMA ANNE	232.58	Y	CLEAR
163481058-PR	10/05/12	10/05/12	TALIAFERRO, NORMA ANNE	81.30	Y	CLEAR
163481059-PR	10/05/12	10/05/12	TALIAFERRO, STEPHEN WARREN	2,093.52	Y	CLEAR
163481060-PR	10/05/12	10/05/12	TRAMMELL, SHARON D	658.08	Y	CLEAR
163481061-PR	10/05/12	10/05/12	WILLHELM, RHONDA REJEAN	1,367.00	Y	CLEAR
163481062-PR	10/05/12	10/05/12	WILSON, COY LEE	30.57	Y	CLEAR
163481063-PR	10/05/12	10/05/12	WILSON, COY LEE	333.28	Y	CLEAR

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
163481064-PR	10/05/12	10/05/12	WOLF, BLANE AUSTIN	1,549.90	Y	CLEAR
163481065-PR	10/05/12	10/05/12	WOLF, BRANDY J.	1,150.30	Y	CLEAR
163481066-PR	10/05/12	10/05/12	WOLF, CHARLES M.	815.88	Y	CLEAR
163481067-PR	10/05/12	10/05/12	WOLF, JAMES ROBERT	1,330.25	Y	CLEAR
163481068-PR	10/05/12	10/05/12	WRIGHT, SHERYL LYNN	784.90	Y	CLEAR
				58,557.67		
163621000-PR	10/19/12	10/19/12	ANCHONDO, JOE BRIAN	971.34	Y	CLEAR
163621001-PR	10/19/12	10/19/12	ARMENDARIZ, ELVIA G.	279.56	Y	CLEAR
163621002-PR	10/19/12	10/19/12	ARMENDARIZ, JUAN DEBIDIOS	1,055.22	Y	CLEAR
163621003-PR	10/19/12	10/19/12	ASHABRANNER, JEFFREY COLE	907.08	Y	CLEAR
163621004-PR	10/19/12	10/19/12	BAKER, GENEVA RAQUEL	1,008.55	Y	CLEAR
163621005-PR	10/19/12	10/19/12	BARRON, BRENDA L	1,030.04	Y	CLEAR
163621006-PR	10/19/12	10/19/12	BLAGG, DONNA LINDSAY	543.80	Y	CLEAR
163621007-PR	10/19/12	10/19/12	CARPENTER, J. R.	1,496.44	Y	CLEAR
163621008-PR	10/19/12	10/19/12	CATES, SAMMIE ALTON JR.	365.98	Y	CLEAR
163621009-PR	10/19/12	10/19/12	DUNN, DOUGLAS STEVAN	1,052.30	Y	CLEAR
163621010-PR	10/19/12	10/19/12	EGGER, MONTY ZANE	1,063.00	Y	CLEAR
163621011-PR	10/19/12	10/19/12	EVEREST, EULONDA	373.72	Y	CLEAR
163621012-PR	10/19/12	10/19/12	EVERETT, JAMES S	2,555.49	Y	CLEAR
163621013-PR	10/19/12	10/19/12	FAMARO, TIFFANY ELIZABETH	1,646.87	Y	CLEAR
163621014-PR	10/19/12	10/19/12	FLOWERS, RONNIE CLAUDE	971.44	Y	CLEAR
163621015-PR	10/19/12	10/19/12	FRANKS, PATRICIA A.	1,684.31	Y	CLEAR
163621016-PR	10/19/12	10/19/12	GARRETT, CARL MICHAEL	1,045.07	Y	CLEAR
163621017-PR	10/19/12	10/19/12	GUZMAN, DOMINGO JR.	947.78	Y	CLEAR
163621018-PR	10/19/12	10/19/12	HAMMOND, SUSAN MARIE	864.98	Y	CLEAR
163621019-PR	10/19/12	10/19/12	HARTLEY, WANNAH L	1,443.39	Y	CLEAR
163621020-PR	10/19/12	10/19/12	HEREDIA, BRENNIA TERESA	703.62	Y	CLEAR
163621021-PR	10/19/12	10/19/12	HOLDER, PAULA JEANNE	744.58	Y	CLEAR
163621022-PR	10/19/12	10/19/12	HOLGUIN, DOROTHY A	390.91	Y	CLEAR
163621023-PR	10/19/12	10/19/12	HOLLEY, TOBY W	1,134.65	Y	CLEAR
163621024-PR	10/19/12	10/19/12	JEROME, ALLEN RAY	842.88	Y	CLEAR
163621025-PR	10/19/12	10/19/12	JOHNSON, CHERYL L.	787.79	Y	CLEAR
163621026-PR	10/19/12	10/19/12	KEMP, TEVIN SCOTT	809.48	Y	CLEAR
163621027-PR	10/19/12	10/19/12	KLINE, KATY P.	703.71	Y	CLEAR
163621028-PR	10/19/12	10/19/12	KYLE, RICHARD LESLIE	1,076.95	Y	CLEAR
163621029-PR	10/19/12	10/19/12	LALONDE, RODNEY L	881.77	Y	CLEAR
163621030-PR	10/19/12	10/19/12	LALONDE, SHEILA GAILE	917.94	Y	CLEAR
163621031-PR	10/19/12	10/19/12	LEAVITT, JOHN HARVEY	1,170.85	Y	CLEAR
163621032-PR	10/19/12	10/19/12	LECK, BONNIE S.	2,142.61	Y	CLEAR
163621033-PR	10/19/12	10/19/12	LUJAN, AIDA M	279.56	Y	CLEAR
163621034-PR	10/19/12	10/19/12	LUJAN, JO H	1,055.23	Y	CLEAR
163621035-PR	10/19/12	10/19/12	MITCHELL, JAMES D	1,174.39	Y	CLEAR
163621036-PR	10/19/12	10/19/12	MIXON, GLENDA J.	645.51	Y	CLEAR
163621037-PR	10/19/12	10/19/12	NEAL, RANDY M	1,449.93	Y	CLEAR
163621038-PR	10/19/12	10/19/12	OXEDINE, JULIE ANN	1,273.81	Y	CLEAR

CHECK#.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
163621039-PR	10/19/12	10/19/12	PARKER, ROSA M.	522.11	Y	CLEAR
163621040-PR	10/19/12	10/19/12	PRICE, DON WOOD	1,093.82	Y	CLEAR
163621041-PR	10/19/12	10/19/12	REYNOLDS, COLBY TYREL	1,018.86	Y	CLEAR
163621042-PR	10/19/12	10/19/12	RIVAS, SILVIA Z	768.71	Y	CLEAR
163621043-PR	10/19/12	10/19/12	RODRIGUEZ, LAURIE ANN	686.95	Y	CLEAR
163621044-PR	10/19/12	10/19/12	ROGERS, JERRY NEIL	96.70	Y	CLEAR
163621045-PR	10/19/12	10/19/12	SETTLE, CHASE E.	382.29	Y	CLEAR
163621046-PR	10/19/12	10/19/12	SHEPARD, SANDRA KAY	1,970.69	Y	CLEAR
163621047-PR	10/19/12	10/19/12	SHIPLEY, DANA A	464.06	Y	CLEAR
163621048-PR	10/19/12	10/19/12	SHIPLEY, DANA A	456.39	Y	CLEAR
163621049-PR	10/19/12	10/19/12	SHROPSHIRE, LAURIE BETH	1,176.81	Y	CLEAR
163621050-PR	10/19/12	10/19/12	SIMPSON, VIDA D.	929.27	Y	CLEAR
163621051-PR	10/19/12	10/19/12	SOLTERO, MINERVA ZAMARRON	1,428.66	Y	CLEAR
163621052-PR	10/19/12	10/19/12	SPaulding, BRIAN A	930.44	Y	CLEAR
163621053-PR	10/19/12	10/19/12	STAGGS, TYLER S	378.15	Y	CLEAR
163621054-PR	10/19/12	10/19/12	TALIAFERRO, NORMA ANNE	817.79	Y	CLEAR
163621055-PR	10/19/12	10/19/12	TALIAFERRO, NORMA ANNE	380.09	Y	CLEAR
163621056-PR	10/19/12	10/19/12	TALIAFERRO, NORMA ANNE	232.58	Y	CLEAR
163621057-PR	10/19/12	10/19/12	TALIAFERRO, NORMA ANNE	81.30	Y	CLEAR
163621058-PR	10/19/12	10/19/12	TALIAFERRO, STEPHEN WARREN	2,297.93	Y	CLEAR
163621059-PR	10/19/12	10/19/12	TRAMMELL, SHARON D	1,302.88	Y	CLEAR
163621060-PR	10/19/12	10/19/12	WILLHELM, RHONDA REJEAN	1,562.72	Y	CLEAR
163621061-PR	10/19/12	10/19/12	WILSON, COY LEE	378.82	Y	CLEAR
163621062-PR	10/19/12	10/19/12	WOLF, BLANE AUSTIN	1,299.15	Y	CLEAR
163621063-PR	10/19/12	10/19/12	WOLF, BRANDY J.	1,395.84	Y	CLEAR
163621064-PR	10/19/12	10/19/12	WOLF, CHARLES M.	800.38	Y	CLEAR
163621065-PR	10/19/12	10/19/12	WOLF, JAMES ROBERT	1,535.21	Y	CLEAR
163621066-PR	10/19/12	10/19/12	WRIGHT, SHERYL LYNN	828.29	Y	CLEAR
				65,038.63		
				211,054.99		
254 records listed.						

<u>DATE</u>	<u>RHC</u>		<u>ER</u>		<u>CHECK</u> <u>NUMBER</u>	<u>PAYROLL</u>	<u>ACCOUNTS</u>		<u>MASTERCARD</u> <u>EXPENSE</u>	<u>COUNTY</u>		<u>WIRE</u> <u>TRANSFERS</u>	<u>DEPOSITS</u>	<u>BALANCE</u>
	<u>RECEIPT</u> <u>NUMBER</u>	<u>DEPOSIT</u>	<u>RECEIPT</u> <u>NUMBER</u>	<u>NUMBER</u>			<u>PAYABLE</u>	<u>SUPPORT</u>		<u>SUPPORT</u>	<u>WIRE</u> <u>TRANSFERS</u>			
10/1/2012	41433-41439		70140-70152									\$ 3,209.78	\$ 8,598.76	\$ 395,410.14
10/1/2012												\$ 742.30		\$ 398,619.92
10/1/2012												\$ 117.83		\$ 399,362.22
10/1/2012												\$ 82.40		\$ 399,480.05
10/1/2012												\$ 64.61		\$ 399,562.45
10/1/2012												\$ 45.04		\$ 399,627.06
10/1/2012													\$ 8,150.54	\$ 399,672.10
10/2/2012	41440-41452		70153-70161									\$ 2,887.84		\$ 407,832.64
10/2/2012												\$ 1,842.62		\$ 410,720.48
10/2/2012												\$ 1,382.90		\$ 412,563.10
10/2/2012												\$ 1,218.88		\$ 413,946.00
10/2/2012												\$ 869.72		\$ 415,164.88
10/2/2012												\$ 556.18		\$ 416,034.60
10/2/2012												\$ 355.79		\$ 416,590.78
10/2/2012												\$ 120.00		\$ 416,946.57
10/2/2012												\$ 100.00		\$ 417,066.57
10/2/2012												\$ 24.16		\$ 417,166.57
10/2/2012													\$ 9,085.40	\$ 417,190.73
10/3/2012	41453-41461		70162-70174									\$ 16,783.20		\$ 426,276.13
10/3/2012												\$ 10,712.59		\$ 443,059.33
10/3/2012					50483-50485		\$ 7,766.02					\$ 1,086.72		\$ 446,005.90
10/3/2012												\$ 434.29		\$ 447,092.62
10/3/2012												\$ 230.00		\$ 447,526.91
10/3/2012												\$ 106.30		\$ 447,756.91
10/3/2012												\$ 82.44		\$ 447,863.21
10/5/2012													\$ 1,747.80	\$ 447,945.65
10/4/2012	41462-41470		70175-70203			\$ 74,835.02						\$ 2,431.09		\$ 373,110.63
10/4/2012												\$ 560.00		\$ 374,858.43
10/4/2012												\$ 530.95		\$ 377,289.52
10/4/2012												\$ 255.03		\$ 377,849.52
10/4/2012												\$ 124.47		\$ 378,380.47
10/4/2012												\$ 121.32		\$ 378,635.50
10/4/2012												\$ 102.10		\$ 378,759.97
10/4/2012												\$ 101.60		\$ 378,881.29
10/4/2012												\$ 32.54		\$ 378,983.39
10/4/2012														\$ 379,084.99
10/4/2012														\$ 379,117.53
10/8/2012					50486-50562		\$ 136,444.15							\$ 242,673.38
10/5/2012					50563-50569		\$ 8,737.46							\$ 233,935.92
10/5/2012	41471-41480		70204-70207									\$ 3,859.82	\$ 3,304.12	\$ 237,240.04
10/5/2012												\$ 1,488.48		\$ 241,099.86
10/5/2012												\$ 650.42		\$ 242,588.34
10/5/2012												\$ 337.96		\$ 243,238.76
10/5/2012												\$ 216.40		\$ 243,576.72
10/5/2012												\$ 91.33		\$ 243,793.12
10/5/2012												\$ 81.97		\$ 243,884.45
10/5/2012														\$ 243,966.42

[illegible]

10/22/2012						\$	1,405.78		\$	340,954.95
10/22/2012						\$	532.25		\$	341,487.20
10/22/2012		50634-50637vd				\$	424.36		\$	341,911.56
10/22/2012						\$	403.76		\$	342,315.32
10/22/2012						\$	304.38		\$	342,619.70
10/22/2012						\$	180.49		\$	342,800.19
10/22/2012						\$	141.29		\$	342,941.48
10/22/2012						\$	35.58		\$	342,977.06
10/22/2012						\$	26.79		\$	343,003.85
10/23/2012	70975-70983	70284-70293				\$	23,414.07		\$	366,417.92
10/23/2012						\$	67,749.21		\$	434,167.13
10/23/2012						\$	7,058.40		\$	441,225.53
10/23/2012						\$	2,203.18		\$	443,428.71
10/23/2012						\$	1,623.20		\$	445,051.91
10/23/2012						\$	803.04		\$	445,854.95
10/23/2012						\$	148.43		\$	446,003.38
10/23/2012						\$	146.12		\$	446,149.50
10/23/2012						\$	5.36		\$	446,154.86
10/24/2012					\$	80,197.04			\$	365,957.82
10/24/2012	70984-70991	70294-70303	50641-50648			\$	2,928.52		\$	368,886.34
10/24/2012						\$	715.05		\$	369,601.39
10/24/2012						\$	580.69		\$	370,182.08
10/24/2012			50649		\$	928.09			\$	369,753.37
10/24/2012						\$	217.00		\$	369,970.37
10/24/2012						\$	138.43		\$	370,108.80
10/24/2012						\$	102.58		\$	370,211.38
10/24/2012						\$	101.60		\$	370,312.98
10/24/2012						\$	34.50		\$	370,347.48
10/25/2012	70992-70997	70304-70307				\$	536.25		\$	370,883.73
10/25/2012						\$	8,458.96		\$	379,342.69
10/25/2012						\$	1,349.53		\$	380,692.22
10/25/2012						\$	545.83		\$	381,238.05
10/25/2012						\$	394.37		\$	381,632.42
10/25/2012						\$	203.20		\$	381,835.62
10/25/2012						\$	194.60		\$	382,030.22
10/25/2012						\$	69.38		\$	382,099.60
10/25/2012						\$	63.50		\$	382,163.10
10/26/2012	70998-71000	70308-70309				\$	4,489.97		\$	386,653.07
10/26/2012						\$	2,558.64		\$	389,211.71
10/26/2012						\$	2,117.72		\$	391,329.43
10/26/2012						\$	1,365.27		\$	392,694.70
10/26/2012						\$	1,007.70		\$	393,702.40
10/26/2012						\$	1,005.36		\$	394,707.76
10/26/2012						\$	308.18		\$	395,015.94
10/26/2012						\$	94.20		\$	395,110.14
10/26/2012						\$	68.02		\$	395,178.16
10/26/2012						\$	65.27		\$	395,243.43
10/29/2012	70101-70710	70310-70315				\$	8,632.57		\$	403,876.00
10/29/2012						\$	3,646.00		\$	407,522.00
10/29/2012						\$	1,156.00		\$	408,678.00

Date	Account	Description	Debit	Credit
10/29/2012			\$ 800.67	\$ 409,478.67
10/29/2012			\$ 159.08	\$ 409,629.80
10/29/2012			\$ 98.82	\$ 409,728.62
10/29/2012			\$ 90.08	\$ 409,818.70
10/29/2012			\$ 38.92	\$ 409,857.62
10/29/2012				\$ 409,857.62
10/30/2012	70711-70723	70316-70317	\$ 8,574.83	\$ 418,432.45
10/30/2012			\$ 8,976.76	\$ 427,409.21
10/30/2012			\$ 6,136.66	\$ 433,545.87
10/30/2012			\$ 786.18	\$ 434,332.05
10/30/2012			\$ 782.73	\$ 435,114.78
10/30/2012			\$ 739.15	\$ 435,853.93
10/30/2012			\$ 418.76	\$ 436,272.69
10/30/2012			\$ 283.33	\$ 436,556.02
10/30/2012			\$ 200.60	\$ 436,756.62
10/30/2012			\$ 66.05	\$ 436,822.67
10/31/2012			\$ 1,035.39	\$ 437,858.06
10/31/2012			\$ 4,632.04	\$ 442,490.10
10/31/2012			\$ 950.83	\$ 443,440.93
10/31/2012			\$ 366.18	\$ 443,807.11
10/31/2012			\$ 120.35	\$ 443,927.46
10/31/2012			\$ 71.45	\$ 443,998.91
10/31/2012				\$ 443,998.91
	\$ 153,265.15	\$ 428,278.96	\$ 387.21	\$ 125,000.00 \$ 360,946.16 \$ 153,172.69

WINKLER COUNTY MEMORIAL HOSPIT 0003				A/P Check Register		Page 2	
11/01/2012 9:18						AP508R	
Check #	CHK Date	Vendor#	Vendor name	Vendor Type	M/C Discount Amt.	Check Amount	Status
59483	10/03/12	42	AMERISO:CEBERGEN DRUG CORP	C		4,930.99	
59484	10/03/12	526	AT&T	C		2,574.06	
59485	10/03/12	355	VERIZON BUSINESS	C		260.97	
59553	10/05/12	378	AMERICAN FIDELITY LIFE ASSURANCE	C		1,951.87	
59564	10/05/12	231	PRABORN NATIONAL LIFE	C		689.71	
59565	10/05/12	381	THE SECURITY BENEFIT GROUP	C		239.98	
59566	10/05/12	702	WESTEX COMMUNITY CREDIT UNION	C		870.00	
59567	10/05/12	351	NATIONAL FAMILY CARE LIFE INS	C		4,874.00	
59568	10/05/12	374	PATRI FRANKS, TAX ASSESSOR	C		12.00	
59569	10/05/12	367	ABCO FIRE PROTECTION, INC.	C		100.00	
59582	10/08/12	990	ABCO AFFILIATED FOOD SERVICE	C		350.97	
59487	10/08/12	530	AIRGAS SOUTHWEST, INC	C		218.00	
59488	10/08/12	2200	AIRGAS SOUTHWEST, INC	C		8.00	
59489	10/08/12	9	AMERICAN SOLUTIONS	C		1,276.04	
59490	10/08/12	2077	ATLAS MBL. SERVICE, LLC	C		1,219.50	
59491	10/08/12	2509	GOLDEN LIGHT EQUIPMENT CO	C		2,748.70	
59492	10/08/12	137	BAXTER IV SYSTEMS DIV	C		156.95	
59493	10/08/12	38	BAXTER IV SYSTEMS DIV	C		395.52	
59494	10/08/12	41	BEN E KEITH	C		755.72	
59495	10/08/12	46	BLAINE INDUSTRIAL SUPPLY	C		128.69	
59496	10/08/12	2507	BRITANNY ALLISON	C		65.50	
59497	10/08/12	15	CARDINAL HEALTH	C		2,341.79	
59498	10/08/12	12	CAEPUSTON	C		115.00	
59499	10/08/12	2510	CAZ COMPLANT	C		25.00	
59500	10/08/12	2270	CLARK, JUDIE	C		1,100.00	
59501	10/08/12	72	CNC BUSINESS SYSTEMS, INC.	C		311.47	
59502	10/08/12	2351	CRIST INDUSTRIES SUPPLY	C		181.70	
59503	10/08/12	2028	DEPT. OF INFO RESOURCES	C		14,457.24	
59504	10/08/12	1748	DEPARTMENT OF INFO RESOURCES	C		942.10	
59505	10/08/12	1988	ROGER DREPPICK	C		40.55	
59506	10/08/12	2110	ENGLAND ENTERPRISES	C		550.00	
59507	10/08/12	278	SHELLEY, JULIE	C		4,780.00	
59508	10/08/12	2508	PELICIA COMPTON	C		725.75	
59509	10/08/12	1972	FISHER HEALTHCARE	C		745.74	
59510	10/08/12	1549	FLEETWOOD FINANCIAL	C		4,293.24	
59511	10/08/12	1763	PIIBRIGHT LARON	C		17.03	
59512	10/08/12	698	FIJOUA, DEBBIE	C		25.00	
59513	10/08/12	2075	GAMMA SEARCH	C		9,000.00	
59514	10/08/12	1631	GE CAPITAL	C		2,826.47	
59515	10/08/12	2475	HEALTH CARE SERVICE CORP	C		2,978.51	
59516	10/08/12	4	HEATHLAND	C		1,048.46	
59517	10/08/12	2500	HECTOR BELARANO, JR.	C		63.20	
59518	10/06/12	184	IVANSTTE PEREZ	C		327.00	
59519	10/08/12	2501	JENNETTE PEREZ	C		50.00	
59520	10/08/12	2506	JOSE PEREZ	C		45.15	
59521	10/08/12	113	LABORATORY SUPPLY CO-50570	C		5,741.65	
59522	10/08/12	149	LEONARDO MENDOZA	C		53.90	
59523	10/08/12	2310	MEDLINE INDUSTRIES, INC	C		337.95	
59524	10/08/12	2481	MOLINA HEALTHCARE	C		176.24	
59525	10/08/12	221	MONAHAN NEWS	C		138.46	
59526	10/08/12	214	NAOMI SOLTERO	C		136.05	
59527	10/08/12	1973	NATIONAL HEATING & PLUMBING	C		3,673.96	
59528	10/08/12	2504	NATIONAL TELECOM	C		3,68.54	
59529	10/08/12	1009	NETSMART TECHNOLOGIES	C		3,177.00	

WINKLER COUNTY MEMORIAL HOSPITAL 0000				A/P Check Register		Page 3	
11/01/2012 9:16						AP508R	
Check #	Chk Date	Vendor#	Vendor name	Vendor Type	M/C Discount Amt.	Check Amount	Status
50510 10/08/12		236	OFFICE DEPOT			568.39	C
50531 10/08/12		2498	ORIENTAL TRADING CO			517.10	C
50532 10/08/12		2344	ORIENTAL TRADING SUPPLIES			111.49	C
50533 10/08/12		75	PATTERSON OFFICE SUPPLIES			557.94	C
50534 10/08/12		2356	PHYSICIAN SUPPLIES			346.43	C
50535 10/08/12		2050	PHYSICIAN BLAINE			200.00	C
50536 10/08/12		2200	PREPARED HOSPITAL LEASING			25,750.92	C
50537 10/08/12		2452	QUILL CORPORATION			327.51	C
50538 10/08/12		879	QUIKZ MARTHA			51.58	C
50539 10/08/12		1741	RICCH CAROL A			8,124.93	C
50540 10/08/12		264	BIIBY FINANCIAL SERVICES CA, IN			1,100.00	C
50541 10/08/12		2150	RIO GRAND PATHOLOGY SERVICES			3,860.45	C
50542 10/08/12		33	SANOFI PASTEUR			945.00	C
50543 10/08/12		2228	DOCTOR STANLEY T SELBY PA			75.75	C
50544 10/08/12		2505	SERVANDA RUSTAMANTE			5,110.52	C
50545 10/08/12		82	SIEMENS HEALTHCARE DIAGNOSTICS			1,151.40	C
50546 10/08/12		1550	SIEMENS FINANCIAL SERVICES			244.32	C
50547 10/08/12		2395	STANDARD TEXTILE			1,176.83	C
50548 10/08/12		296	STERICYCLE INC			344.18	C
50549 10/08/12		69	SUDEN-JNK			210.70	C
50550 10/08/12		1949	SUPERIOR HEALTHPLAN			5,057.00	C
50551 10/08/12		442	TEXAS ASSOCIATION OF COUNTIES			140.00	C
50552 10/08/12		399	TEXAS DEPARTMENT OF LICENSING			5,494.00	C
50553 10/08/12		1916	TOSHIBA AMERICA MEDICAL			600.75	C
50554 10/08/12		123	TOTALITY SHARP			3,646.00	C
50555 10/08/12		2502	TRANSILATER HEALTH ENTERPRISES			183.00	C
50556 10/08/12		325	TRI-ANNE MEDICAL SERVICES			51.00	C
50557 10/08/12		335	UNITED MEDICAL SERVICES			2,703.13	C
50558 10/08/12		335	UNITEDSERVICE INC			19.50	C
50559 10/08/12		2311	VICTORIA RUIZ			293.30	C
50560 10/08/12		344	WAGNER SUPPLY COMPANY			621.35	C
50561 10/08/12		353	WINKLER COUNTY NEWS			741.35	C
50562 10/08/12		1262	WPS TRICARE ADMINISTRATION			1,851.75	C
50570 10/10/12		42	AMERISOURCEBERGEN DRUG CORP			1,48.14	C
50572 10/10/12		1837	AT&T			665.40	C
50573 10/10/12		68	CITY OF KENWIT			36,218.60	C
50574 10/10/12		2228	DOCTOR STANLEY T SELBY PA			177.55	C
50575 10/10/12		348	WEST TEXAS GAS INC			27,989.26	C
50576 10/19/12		365	WINKLER COUNTY AUDITORS			470.00	C
50577 10/19/12		382	ACCOUNTS RECEIVABLE AUDITORS			100.00	C
50578 10/19/12		367	PATTI FRANKS, TAX ASSESSOR			870.00	C
50579 10/19/12		702	THE SECURITY BENEFIT CREDIT UNION			4,911.00	C
50580 10/19/12		351	WESTEX COMMUNITY SERVICE			223.50	C
50581 10/22/12		9	AFILIATED INVESTMENT INC			1,555.53	C
50582 10/22/12		1872	AUREG-SCYCOLOGY SERVICES, INC			60.00	C
50583 10/22/12		207	BIOMEDICAN SOLUTIONS			199.81	C
50584 10/22/12		203	ANTHELIO HEALTHCARE SOLUTIONS			673.50	C
50585 10/22/12		41	BW E KEITH			1,345.67	C
50586 10/22/12		46	BLAINE INDUSTRIAL SUPPLY			177.69	C
50587 10/22/12		15	CARDINAL HEALTH			990.05	C
50588 10/22/12		2314	CARE IMPROVEMENT PLUS OF TEXAS			1,126.00	C
50589 10/22/12		726	CAREFUSION SOLUTIONS, LLC			2,152.00	C
50596 10/22/12		1836	CARTER KERRIA			579.27	C

WINKLER COUNTY MEMORIAL HOSPIT 0300				A/P Check Register		Page 4	
11/01/2012 9:18						AP508R	
Check #	Chk Date	Vendor#	Vendor name	Vendor Type	M/C Discount Amt.	Check Amount	Status
50587	10/22/12	2197	CONCORD MEDICAL GROUP	C		21,310.00	
50588	10/22/12	601	CONMED CORPORATION	C		83.40	
50589	10/22/12	2038	DAVID LUCKY THOMAS	C		12,923.55	
50590	10/22/12	2226	DELLERIES INC	C		1,497.28	
50591	10/22/12	2226	DELLERIES INC	C		9,940.00	Void
50592	10/22/12	2226	DELLERIES INC	C		76.78	
50593	10/22/12	1453	PIEMTN BUSINESS FORMS, INC	C		12.89	
50594	10/22/12	2514	GARY WOLF	C		12.89	
50595	10/22/12	2516	GEORGE HAZEN	C		68.96	
50596	10/22/12	2512	GIVA MILNER	C		9,821.70	
50597	10/22/12	152	HD SUPPLY FACILITIES	C		155.87	
50598	10/22/12	4	HEALTHLAND	C		72.50	
50599	10/22/12	1878	HOSPITAL RECEIVABLES SVC, INC.	C		2,388.09	
50600	10/22/12	2517	JESSICA ESPARZA	C		114.12	
50601	10/22/12	100	LABORATORY CORPORATION OF	C		896.00	
50602	10/22/12	187	LOWE'S MARKETPLACE	C		15.08	
50603	10/22/12	193	MALLINCKRODT INC	C		28.21	
50604	10/22/12	2054	MANGARON JANETTE	C		340.87	
50605	10/22/12	2263	MEDICAL ADVOCACY SVCS	C		1,280.00	
50606	10/22/12	1942	MEDICAL DEBT MANAGEMENT, INC	C		1,500.00	
50607	10/22/12	2221	MEDTRIM DIRECT, INC	C		29.25	
50608	10/22/12	2335	MN SYSTEMS	C		85.80	
50609	10/22/12	2394	MONAHMS PHARMACY	C		619.20	
50610	10/22/12	214	NAOMI SOLTERO	C		453.02	
50611	10/22/12	236	OFFICE DEPOT	C		353.18	
50612	10/22/12	1452	PERRY JOHNSON & ASSOCIATES INC	C		152.99	
50613	10/22/12	2358	PHILCOPIA SALES & SERVICE	C		35.00	
50614	10/22/12	452	QUICK CORPORAION	C		12,479.22	
50615	10/22/12	452	QUICK CORPORAION	C		875.21	
50616	10/22/12	264	BIRBY FINANCIAL SERVICES CA,IN	C		13.19	
50617	10/22/12	1479	RH ADMINISTRATORS, INC	C		5,165.76	
50618	10/22/12	2519	RHONDA WILHELM	C		13,377.36	
50619	10/22/12	2182	RIVAS FRANCISCO	C		13.19	
50620	10/22/12	2228	DOCTOR STANLEY T SELBY PA	C		1,087.68	
50621	10/22/12	82	SIEMENS HEALTHCARE DIAGNOSTICS	C		200.00	
50622	10/22/12	2059	T-SYSTEM, INC.	C		21.74	
50623	10/22/12	2519	TERMINIX PROCESSING CENTER	C		1,925.00	
50624	10/22/12	2519	TMD IRP	C		675.00	
50625	10/22/12	2328	THOMAS NG TECHNOLOGIES, INC	C		175.00	
50626	10/22/12	319	TORCH	C		2,312.36	
50627	10/22/12	2465	TRIDENT MEDIA SERVICES	C		2,832.00	
50628	10/22/12	330	US FOODSERVICE INC	C		355.00	
50629	10/22/12	2261	VERATION, INC	C		462.58	
50630	10/22/12	2515	VINCENT AMERSON	C		9,340.09	
50631	10/22/12	344	WASHER SUPPLY COMPANY	C		1,105.63	
50632	10/22/12	363	WINKLER COUNTY AUDITORS	C			Void/Not Used
50633	10/22/12	353	WINKLER COUNTY NEWS	C			Void/Not Used
50634	10/22/12		Not Used	C			Void/Not Used
50635	10/22/12		Not Used	C			Void/Not Used
50636	10/22/12		Not Used	C			Void/Not Used
50637	10/22/12		Not Used	C			Void/Not Used
50638	10/22/12		Not Used	C			Void/Not Used
50639	10/22/12		Not Used	C			Void/Not Used
50640	10/22/12	273	SHELLEY, JULIE	C		5,160.00	
50641	10/22/12	42	AMERISOURCEBERGEN DRUG CORP	C		72.67	
50642	10/24/12	15	CARDINAL HEALTH	C		585.37	
50643	10/24/12	179	LABORATORY SUPPLY CO-50570	C		584.76	
50644	10/24/12	197	MASTERCARD	C		664.90	

WINKLER COUNTY MEMORIAL HOSPIT 0000				A/P Check Register		Page 5
11/01/2012 3:18				AP508R		
Check #	Chk Date	Vendor#	Vendor name	Vendor Type	M/C Discount Amt.	Check Amount Status
50646	10/24/12	135	UNITED BLOOD SERVICES	C		1,195.00
50646	10/24/12	2319	UNITED DRUG SUPPLY INC	C		470.52
50647	10/24/12	355	VERIZON BUSINESS	C		235.85
50648	10/24/12	365	WINKLER CONTRACTORS	C		75,764.01
50649	10/31/12	42	AMERISOURCEBERGEN DRUG CORP	C		928.39
Totals for cash account.: 0000-1000-0000 CASH ON HAND						436,218.96
# voided checks:						167
# non voided checks:						164
Totals for company:						436,218.96
# voided checks:						3
# non-voided checks:						428,278.96

* * * * * END OF REPORT * * * * *

821 JEFFER DR 11/01/12 P/R CHECK REGISTER 10/01/2012 THRU 10/31/2012 PAGE 1
KRMWIT, TX 79745 9:59:56 COMP: 00000 - PAY420 -

CHECK NO	DATE	EMPLOYEE NAME	CHECK AMT
23027	10/05/12	299 SARNZ, RAFAEL	2042.25
23028	10/05/12	153 CARVER, KERRIE DEAN	1556.87
23029	10/05/12	995 DORR, MELISSA C	1546.26
23030	10/05/12	923 SANCHEZ, SALLY A	1704.24
23031	10/05/12	622 KELLY, DARLA J	1798.96
23032	10/05/12	997 MARTO, ASHLY LYNN	1519.79
23033	10/05/12	626 ALARCON, DESTINY	274.82
23034	10/05/12	30 CARRELL, JONNIE D.	181.45
23035	10/05/12	318 GRAVES, SUE ANN	1184.84
23036	10/05/12	3 TAYLOR, JONI LYNN	1172.82
23037	10/05/12	167 VALERIO, PEGGY R	970.41
23038	10/05/12	616 DAMSON, KATHLEEN	742.83
23039	10/05/12	328 PEREZ, CHRISTINA J.	468.70
23040	10/05/12	252 SALINAS, CHRISTIAN	796.66
23041	10/05/12	107 SALINAS, TONI	788.25
23042	10/05/12	777 THEODORE, MELISSA	417.80
23043	10/05/12	263 AMOROSO, VINCENT MICHAEL	211.45
23044	10/05/12	300 ARNOLD, MALLARY BETH	1432.75
23045	10/05/12	769 ARNOLD, SHEILA GAY	1667.28
23046	10/05/12	260 DENNY, HOLLY D.	183.45
23047	10/05/12	952 BLACKBURN, SHARNA SHEA	101.35
23048	10/05/12	644 BROWN, CHARLOTTE L.	1303.81
23049	10/05/12	19 DUTTON, LINDA JAN	1518.45
23050	10/05/12	562 HERRERA, ANDREA JAN	1088.46
23051	10/05/12	600 DE LA TORRE, ELINORE JUNE	1137.14
23052	10/05/12	111 JAMES, RANDA	271.53
23053	10/05/12	718 MONTGOMERY, TANETTE JIMMAN	1849.75
23054	10/05/12	14 SEE, FRANCIS C.	557.50
23055	10/05/12	213 WOLF, VIRGINIA ANN	1653.92
23056	10/05/12	108 BUSTAMANTE, YASMEN	467.49
23057	10/05/12	763 ESPARZA, JESSICA	1286.54
23058	10/05/12	444 KOHANEK, HEATH	518.92
23059	10/05/12	661 MARCHEA, JOSE M.	2348.39
23060	10/05/12	322 WIDNER, WILLIAM BRADY	402.83
23061	10/05/12	333 VELASQUEZ, GENIVA HEREDIA	659.79
23062	10/05/12	787 NEROH, STELLA NUBEMANZE	1354.52
23063	10/05/12	198 ACEVEDO, YORIELDA	722.13
23064	10/05/12	104 BAILEY, MARCI	717.74
23065	10/05/12	740 BLAND, DONNA ANGELINE	739.74
23066	10/05/12	306 COMPTON, FELICIA G.	538.48
23067	10/05/12	994 GRAVES, JONNIE DENIECE	707.78
23068	10/05/12	209 HALL, JONAS	663.50
23069	10/05/12	112 HALL, JONAS	365.30
23070	10/05/12	216 HALL, JONAS	565.56
23071	10/05/12	105 HALL, JONAS	655.00
23072	10/05/12	220 HALL, JONAS	963.92
23073	10/05/12	852 SOLTNER, ANNETTE MARIE	1107.93
23074	10/05/12	232 VILLALPANDO, ADRIANA	698.57
23075	10/05/12	589 HARTON, KATHY J.	505.87
23076	10/05/12	218 MILLER, LACOSTA POOL	507.59
23077	10/05/12	214 NAVARETTE, GREGORIA	590.82
23078	10/05/12	222 ROBINSON, ALECIA A	681.80
23079	10/05/12	658 FLYNN, ELIDIA G	567.59

621 JEFFER DA		11/01/12	P/R CHECK REGISTER	10/01/2012 THRU 10/31/2012	PAGE 2
KERMIT, TX 79745		9:59:36	COMP: 00000		-PAY420-
CHECK NO	DATE	EMPLOYEE NAME	CHECK AMT		
23080	10/05/12	882 CLAREZ, JOSEFINA L	571.15		
23081	10/05/12	330 RIOS, CORINA COLE	677.02		
23082	10/05/12	925 OUIROZ, VICTOR D	569.15		
23083	10/05/12	375 OUIROZ, VERALE ALANE	1288.36		
23084	10/05/12	317 RIOS, DEBBIE D	769.54		
23085	10/05/12	885 NORMAN, CHRISTOPHER	796.04		
23086	10/05/12	454 DOBSON, CHRISTOPHER	881.21		
23087	10/05/12	106 LUJAN, YSENIA ARANDA	751.51		
23088	10/05/12	770 RUSHING, MICHELLE R	724.36		
23089	10/05/12	678 PAHEL, DONNA M.	1302.39		
23090	10/05/12	251 FORTUNE, CARLA	650.57		
23091	10/05/12	886 LARA, LUCERO A.	970.87		
23092	10/05/12	249 MARQUEZ, BLANCA ALYSE	661.49		
23093	10/05/12	109 MORALES, YARAY FATIMA	661.32		
23094	10/05/12	405 NARANJO, BELINDA	902.45		
23095	10/05/12	226 SOLTIERO, JENIFER SHEAN	1121.00		
23096	10/05/12	35 CARRASCO, NEREIDA	550.98		
23097	10/05/12	147 PEREZ, JEANETTE MARIER	633.07		
23100	10/05/12	270 BARAJAS, OSCAR R.	1334.35		
23101	10/05/12	154 DARLING, AMANDA	385.43		
23102	10/05/12	102 MACPAGLANE, MICHELLE	3803.04		
23103	10/05/12	299 SAEVZ, RAFAEL	1857.73		
23104	10/19/12	353 CARTER, KERRIA DEAN	1821.46		
23105	10/19/12	995 DURAN, MELISSA C	2105.33		
23106	10/19/12	153 GARCIA, SHELLEY A	1717.78		
23107	10/19/12	865 KRELL, DEBRA J	1653.75		
23108	10/19/12	230 MERTZ, ASHLY LYNN	1469.21		
23109	10/19/12	226 ALARCON, DESTINY	268.06		
23110	10/19/12	318 GRAVES, SUE ANN	1209.40		
23111	10/19/12	821 SMITH, MISTY	363.25		
23112	10/19/12	3 VALERIO, JONI LYNN	1202.71		
23113	10/19/12	367 VALERIO, PEGGY R	2063.40		
23114	10/19/12	616 DANSON, KATHLEEN	648.51		
23115	10/19/12	328 PEREZ, CHRISTINA J.	512.01		
23116	10/19/12	252 SALINAS, CHRISTIAN	763.63		
23117	10/19/12	107 SALINAS, TONI	674.97		
23118	10/19/12	777 THEODORE, MELISSA	713.40		
23119	10/19/12	263 AMOROSO, VINCENT MICHAEL	1637.29		
23120	10/19/12	300 ARNOLD, MALLARY BETH	1587.40		
23121	10/19/12	769 ARNOLD, SHELLEY GAY	1587.64		
23122	10/19/12	260 DENNY, HOLLI D.	856.14		
23123	10/19/12	952 BLACKBURN, SHARNA SHEA	248.99		
23124	10/19/12	644 BROWN, CHARLOTTE L.	1194.53		
23125	10/19/12	45 BROWN, KIMBA	1283.50		
23126	10/19/12	562 HERRERA, SHARLA JAN	1627.93		
23127	10/19/12	850 DE LA TORRE, ELINORE JUNE	1035.16		
23128	10/19/12	111 JAMES, AMANDA	288.93		
23129	10/19/12	758 MANGARON, JANETTE JUMAMAN	1611.05		
23130	10/19/12	14 SEE, FRANCIS C.	557.50		
23131	10/19/12	342 SWANSON, MARILYN LEE	605.93		
23132	10/19/12	213 WOLF, VIRGINIA ANN	1502.08		
23133	10/19/12	108 BUSTAMANTE, YASMEEN	585.54		
23134	10/19/12	763 ESPARZA, JESSICA	1319.55		

B2: JEFFER DR		11/01/12	P/R CHECK REGISTER	10/01/2012 THRU 10/31/2012	PAGE 3
KERNIT, TX 79745		9:59:56	COMP: 00000		-PAY420-
CHECK NO	DATE	EMPLOYEE NAME	CHECK AMT		
21135	10/19/12	444 KOKANEK, HEATH	518.92		
21136	10/19/12	664 WANCH, JOSE M.	2665.21		
21137	10/19/12	321 MARTINEZ, IRMA	6889.25		
21138	10/19/12	333 VELASQUEZ, GENIVA HEREDIA	572.37		
21139	10/19/12	767 NEBOH, STELLA NJEMANZE	1354.52		
21140	10/19/12	198 ACEVEDO, YOBRIELDA	727.37		
21141	10/19/12	104 BAILEY, MARCI	714.52		
21142	10/19/12	740 BLAND, DONNA ANGELINE	628.60		
21143	10/19/12	306 COMPTON, FELICIA G.	622.11		
21144	10/19/12	994 DUNLAP, JOANNE DENISEE	756.08		
21145	10/19/12	209 GRAVES, SANDRA N.	613.21		
21146	10/19/12	112 HULSEANDER, MELINDA	365.30		
21147	10/19/12	216 LONG, RIKI LYNN	541.76		
21148	10/19/12	105 PERCIEFELD, JANA	892.87		
21149	10/19/12	220 SEPANTEZ, ANNETTE MARIE	651.06		
21150	10/19/12	852 SOLTERO, MONI	1325.87		
21151	10/19/12	233 VILLALPANDO, ARIANA	678.83		
21152	10/19/12	165 GRAY, HAZEL ROSELIA	359.34		
21153	10/19/12	599 HASTON, KATHY J. POOL	518.99		
21154	10/19/12	218 KILLER, LACOSTA A.	590.82		
21155	10/19/12	214 KAVANAGH, GREGORIA	678.83		
21156	10/19/12	222 ROBINSON, ANITA A.	603.71		
21157	10/19/12	638 FLORES, BLINDIA G.	579.08		
21158	10/19/12	489 JUAREZ, JOSEFINA L.	785.87		
21159	10/19/12	925 QUIROZ, MARTHA JAQUEZ	680.96		
21160	10/19/12	517 ADAMS, MELANIE ALANF	1331.33		
21161	10/19/12	826 FIQUA, DEBBIE D.	777.54		
21162	10/19/12	885 NORMAN, CHRISTOPHER	796.04		
21163	10/19/12	454 DOBSON, CHRISTOPHER	943.46		
21164	10/19/12	106 LUJAN, YSENIA ARANDA	751.51		
21165	10/19/12	770 RUSHING, MICHELLE R	710.28		
21166	10/19/12	678 PAETH, DONNA M.	1509.63		
21167	10/19/12	251 FORTUNE, CARLA	657.86		
21168	10/19/12	888 LARA, LUCERO A.	995.10		
21169	10/19/12	249 MARQUEZ, BLANCA ALIXSE	664.83		
21170	10/19/12	109 MORALES, YARAY PATITMA	971.92		
21171	10/19/12	405 MARANO, BELINDA SHEAN	1105.75		
21172	10/19/12	226 SOLTERO, JENNIFER	563.98		
21173	10/19/12	135 CARRASCO, JENNIFER	619.27		
21174	10/19/12	147 CARRASCO, JEANETTE MARIE	3936.93		
21175	10/19/12	144 DARLING, AMANDA	4005.59		
21176	10/19/12	102 MCCABANE, MICHELLE	1425.62		
21178	10/19/12	270 BARAJAS, OSCAR R.			
*** COMPANY TOTALS:			CKS: 150		
DIRECT DEPOSIT:			153,265.15		
TOTAL AMT:			153,265.15		
			CHECKS: 150		
			CHECKS: 150		

WINKLER COUNTY EMPLOYEE BENEFIT FUND

OCT BANK TRANSATIONS						
DATE	CHECK NUMBERS	DENTAL	MEDICAL	STOP LOSS	DEPOSITS	BALANCE
10/2/2012	OVERPAYMENT				\$ 412.15	\$ (109,419.06)
10/2/2012	7354-VD		\$ (34.19)		\$ 150,000.00	\$ 40,615.13
10/5/2012	STOP LOSS			\$ (11,556.71)		\$ 52,171.84
10/10/2012	7723-7758	\$ 550.00	\$ 53,009.19			\$ (1,387.35)
10/12/2012				\$ (26,337.51)		\$ 24,950.16
10/12/2012				\$ (6,657.00)		\$ 31,607.16
10/17/2012	7759-7767		\$ 2,095.69			\$ 29,511.47
10/24/2012	7768-7787	\$ 929.00	\$ 14,975.47			\$ 13,607.00
10/31/2012	7296-vd		\$ (19.42)			\$ 13,626.42
10/31/2012	7788-7794	\$ 274.00	\$ 2,499.20			\$ 10,853.22
		\$ 1,753.00	\$ 72,525.94	\$ (44,551.22)	\$ 150,412.15	

WINKLER COUNTY HOSPITAL BOND INTEREST

OCTOBER BANK TRANSACTIONS		CURRENT		DELINQUENT	
10/5/2012	\$ 5.00				\$166,675.40
	\$ 5.00	\$	-	\$	-

A motion was made by Commissioner Carpenter and seconded by Commissioner Thompson to approve renewal of Golf Course Management/Consulting Agreement between Winkler County and Two Pro Management, LLC for the period of January 01, 2013 through December 31, 2013; which motion became an order of the Court upon the following vote:

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

GOLF COURSE MANAGEMENT/CONSULTING AGREEMENT

This management and consulting (this "**Agreement**") is made and entered into as of the 1st day of January, 2012, by and between Winkler County ("**Owner**"), and Two Pro Management, LLC, a Texas limited liability company ("**TPM**").

ARTICLE I.

RECITALS:

1.1 Owner is the owner of that certain golf course known as Winkler County Golf Course (the "**Course**") located in Kermit, Winkler County, Texas.

1.2 Owner desires to have TPM provide certain management and consulting services to the Course and TPM is willing to perform such services for the account of Owner in accordance with the terms and conditions contained herein.

1.3 Owner desires that the management and consulting services provided by TPM to the Course shall consist primarily of management and consulting services designed to materially assist the golf course superintendent with his duties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereby agree as follows:

ARTICLE II.

TERM

2.1 Term. The term of this Agreement (the "**Term**") shall be for one (1) year beginning January 1, 2012 (the "**Commencement Date**"), continuing for a term of one (1) year, and may be renewed for successive terms of one (1) year by agreement by both parties unless cancelled as hereinafter provided.

ARTICLE III.

SERVICES OF TPM

3.1 Consulting/Management. During the Term and subject to the performance by Owner of its obligations under this Agreement, TPM shall provide Winkler County with consulting and management services relating to Course

operations, including TPM's expertise, advice, counsel and guidance relating to the following:

- a) Capital Improvements;
- b) Staff Training;
- c) Staff Management, including golf professional(s) or manager(s), and golf course superintendent(s);
- d) Facilities
- e) Rates;
- f) Schedules;
- g) Member Lessons;
- h) Golf Tournaments;
- i) Course Events, including catered events;
- j) Golf Shop;
- k) Vendors;
- l) Course Documentation;
- m) Bookkeeping;
- n) Contractors
- o) Insurance; and
- p) Marketing.

3.2 Golf Operations. All revenues and expenses generated from the golf shop operations including carts, pro shop revenues, range fees, and tourney fees shall be the responsibility of TPM or duly appointed TPM associates.

3.3 TPM Associates. As needed, TPM may provide personnel ("TPM Associates") to carry out those services set forth in this Agreement.

3.4 Reciprocal Membership. TPM may enter into such agreements as may be necessary to assure that the Course members will enjoy reciprocal membership at Bentwood County Club ("Bentwood CC") located in San Angelo, Texas. As a benefit of such reciprocal membership, TPM shall assure that Bentwood CC does not charge the Course members any additional dues or fees relating to the use of Bentwood CC's golf course and other facilities, unless such fees or expense would also be incurred by a Bentwood CC member for use of Bentwood CC's golf course and other facilities in addition to the Bentwood CC members' standard monthly dues. For example and without limitation, food and beverage purchases, golf cart fees, golf and tennis shop purchases, and guest fees are additional fees incurred by Bentwood CC members in excess of the Bentwood CC members' standard monthly dues.

3.5 Collection of Fees. Any person that collects County green fees or any other County funds will be required to be bonded by the County. Fees collected belonging to the County (primarily green fees) shall be deposited to the County Treasurer weekly. Monthly reports shall be made to the Commissioners' Court as per regular County agendas.

ARTICLE IV.

OWNER'S DUTIES

4.1 Owner's Responsibilities. As long as no Event of Default by TPM shall have occurred and be continuing, Owner shall during the Term, at its sole cost and expense, perform the obligations of Owner set forth in this Section 4.1 and elsewhere in this Agreement.

- a) Employees. Except as otherwise expressly set forth in this Agreement, all Club employees shall be employees of the Owner, and Owner shall be responsible and liable for all employee benefits, bonuses, contracts and compensation. Owner shall provide and be responsible for all Coursed Staff and operating costs and expenses associated with such employees, including, but not limited to, training costs, salaries, payroll, incentives, savings plans and fringe benefits.
- b) Payment of Consulting Fees and Expenses. Owner shall pay when due all Consulting Fees, Equipment Transport Fees, TPM Associate Expenses, and all other sums required to be reimbursed or paid to TPM by Owner pursuant to the terms of this Agreement.
- c) Payment of Golf Course Expenses. Owner shall be solely responsible for the payment of all Course expenses including, without limitation, Course-operating expenses.

ARTICLE V.

COMPENSATION OF TPM

5.1 Consulting Fee. Owner shall pay a consulting fee of Six thousand and no/100 dollars (\$6,000.00) per year beginning on the Commencement date and continuing for the Term of this Agreement. Payment shall be in monthly installments.

5.2 TPM Associate Expenses and Out-of-Pocket Expenses. TPM Associates that provide services included in the approved County Budget will be paid from the County Budget.

5.3 Payment of Fees and Expenses. TPM shall be entitled to the payment of Consulting Fee and the Reimbursable Expenditures directly from County Budget.

ARTICLE VI.

COVENANTS AND REPRESENTATIONS

6.1 TPM's Covenants and Representations. TPM covenants and represents that TPM is a Texas limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas, with full power and authority to enter into this Agreement and execute all documents required hereunder. This Agreement has been duly executed and delivered by TPM and constitutes a valid and binding obligation of TPM, enforceable in accordance with its terms.

6.2 Owner's Covenants and Representations. Owner covenants and represents that Owner is a unit of state government duly organized, validly existing, and in good standing under the laws of the State of Texas, with full power and authority to enter into this Agreement and execute all documents required hereunder. This Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms.

ARTICLE VII.

PRIOR AGREEMENTS

7.1 Termination of and Release from Prior Agreements. Owner and TPM agree that this Agreement supersedes all prior agreements and contracts between TPM and Owner and such prior agreements are hereby terminated. TPM and Owner mutually release one another from all liabilities and obligations arising out of or from any such prior agreements between TPM and Owner that currently exist or that might arise in the future.

ARTICLE VIII.

INDEMNIFICATION

8.1 INDEMNIFICATION BY OWNER. OWNER SHALL INDEMNIFY AND HOLD TPM AND TPM'S SHAREHOLDERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LEGAL REPRESENTATIVES HARMLESS FROM ALL LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES, WHETHER INCURRED AT THE TRIAL, PRETRIAL, OR APPELLATE LEVEL) ARISING FROM OR RELATING TO THE OWNERSHIP, ORGANIZATION, DEVELOPMENT, CONSTRUCTION, MANAGEMENT, OPERATION OR MAINTENANCE OF THE CLUB, AND ANY OTHER ACTIVITIES CONTEMPLATED IN THIS AGREEMENT, OR RESULTING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT

THOSE LIABILITIES CAUSED BY TPM'S WILLFUL OR CRIMINAL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD. TPM WILL NOTIFY OWNER OF SUCH ACTION, SUIT, OR PROCEEDING, AND OWNER MAY, UPON TPM'S REQUEST, AND AT OWNER'S EXPENSE, DEFEND SUCH ACTION, SUIT, OR PROCEEDING, OR CAUSE THE SAME TO BE DEFENDED. THE INDEMNITY CONTAINED IN THIS SECTION WILL NOT BE IMPAIRED OR AFFECTED BY NEGLIGENCE ON THE PART OF TPM OR ANYONE ACTING FOR TPM.

8.2 INDEMNIFICATION BY TPM. TPM SHALL INDEMNIFY AND HOLD OWNER'S SHAREHOLDERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LEGAL REPRESENTATIVES HARMLESS FROM ALL LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES, WHETHER INCURRED AT THE TRIAL, PRETRIAL, OR APPELLATE LEVEL) WHICH MAY BE OCCASIONED BY TPM'S WILLFUL OR CRIMINAL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, EXCEPT TO THE EXTENT THAT THE SAME MAY BE COVERED AND COLLECTIBLE BY INSURANCE MAINTAINED BY TPM. IN CASE OF ANY ACTION, SUIT, OR PROCEEDING BROUGHT AGAINST OWNER ARISING FROM OR RELATING TO TPM'S WILLFUL OR CRIMINAL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, OWNER WILL NOTIFY TPM OF SUCH ACTION, SUIT OR PROCEEDING, AND TPM MAY, UPON OWNER'S REQUEST, AND AT TPM'S EXPENSE, DEFEND SUCH ACTION, SUIT, OR PROCEEDING, OR CAUSE THE SAME TO BE DEFENDED.

ARTICLE IX.

TERMINATION

9.1 Termination. Either TPM or Owner may terminated this Agreement with or without cause upon thirty (30) days written notice to the other party.

ARTICLE X.

NOTICES

10.1 Notices. Any notice or communication required or permitted hereunder shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address shown below, or to such other address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein.

To Owner: Bonnie Leck
Winkler County Judge
P.O. Drawer Y
Kermit, TX 79745

To TPM: Two Pro Management, LLC
2111 Clubhouse Lane
San Angelo, Texas 76904
Attention: Kevin Collins, Managing Partner

ARTICLE XI.

MISCELLANEOUS

- 11.1 Modification. This Agreement may not be modified, altered or amended in any manner except by agreement in writing duly executed by the parties hereto.
- 11.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior representations, agreements and understandings, oral or written, with respect hereto.
- 11.3 Headings. The headings are not intended to affect the interpretation of this Agreement.

11.4 CHOICE OF LAW, VENUE, JURY TRIAL WAIVER, ATTORNEY'S FEES, AND LIMITATIONS. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, INTERPRETED AND ENFORCED UNDER THE LAWS OF THE STATE OF TEXAS. THE PARTIES FURTHER AGREE TO WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT OF COMPETENT JURISDICTION IN WINKLER COUNTY, TEXAS. IN THE EVENT THAT LITIGATION RESULTS FROM OR ARISES OUT OF THIS AGREEMENT OR THE PERFORMANCE THEREOF, THE PARTIES AGREE TO REIMBURSE THE PREVAILING PARTY'S REASONABLE ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER EXPENSES, WHETHER OR NOT TAXABLE BY THE COURT AS COSTS, IN ADDITION TO ANY OTHER RELIEF TO WHICH THE PREVAILING PARTY MAY BE ENTITLED. IN SUCH EVENT, NO ACTION SHALL BE ENTERTAINED BY SAID COURT OR ANY COURT OF COMPETENT JURISDICTION IF FILED MORE THAN ONE YEAR AND ONE DAY SUBSEQUENT TO THE DATE THE CAUSE(S) OF ACTION ACTUALLY ACCRUED REGARDLESS OF WHETHER DAMAGES WERE OTHERWISE AS OF SAID TIME CALCULABLE. UNLESS SPECIFICALLY DISALLOWED BY LAW, SHOULD LITIGATION ARISE HEREUNDER, SERVICE OF PROCESS THEREFORE MAY BE OBTAINED THROUGH CERTIFIED MAIL, RETURN RECEIPT REQUESTED; THE PARTIES HERETO WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO OBJECT TO THE METHOD BY WHICH SERVICE

WAS PERFECTED. NEITHER PARTY WAIVES APPLICABLE NOTICE PERIODS OR LIMITATIONS UNDER TEXAS LAW.


11.5 Assignment. This Agreement is not assignable. Changes in the management of TPM of more than 51 percent (51%) of ownership of TPM during the term of this Agreement shall result in the termination of this Agreement.

11.6 Severability. A determination that any term or provision of this Agreement, or the application thereof to any person or circumstance, is invalid or unenforceable, shall not affect the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable.

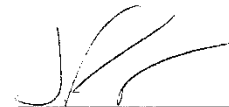
11.7 Relationship of Parties. TPM and TPM Associates' relationship with the Owner shall be that of an independent contractor. Accordingly, none of the provisions of the Agreement shall be interpreted or deemed to create any employer-employee, master-servant, principal-agent, partnership or co-venturer relationship between Owner and TPM or TPM Associates. In performing the services hereunder, TPM shall have no control over or management authority with respect to Owner or the respective operators or employees of Owner, nor shall TPM enter into any contractual relationships on behalf of, or which obligates, Owner or any affiliate of Owner to any third-party.

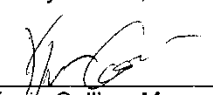
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WINKLER COUNTY

By:  Date: December 12, 2011
Bonnie Leck, Winkler County Judge

TWO PRO MANAGEMENT, LLC.

By:  Date: December 30, 2011
Jimmy Tidwell, Managing Partner

By:  Date: Dec 30, 2011
Kevin Collins, Managing Partner

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Pipeline Construction and Indemnity Contract between Winkler County and BOPCO, L.P. 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

County Road Number 306
Precinct Number 3

**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 **BOPCO, L.P.** Applicant, which makes this a contract governing the installation of a **fiberglass** 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 **BOPCO, L.P.** Winkler County agrees to grant BOPCO, L.P. at their expense, the right to construct a road crossing for 20" pipeline) at County Road 306
The south end coordinates are N 31.73159 and W 103.00777
The north end coordinates are N 31.73172 and W 103.00795
The pipeline length is 75'

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 306

Precinct Number 3

- 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 BPO L.P.'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 306Precinct Number 3

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. **BOPCO, L.P.** 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. **BOPCO, L.P.** 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, **BOPCO, L.P.** 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 **BOPCO, L.P.** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **BOPCO, L.P.** 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. **BOPCO, L.P.** 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 306
Precinct Number 3

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 10th day of December, 2012, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this the 10th day of December, 2012.

WINKLER COUNTY

By Bonnie Leck
Bonnie Leck
Winkler County Judge

(PIPELINE COMPANY NAME)
BCPCO, L.P.

By Stephen F. Johnson
Printed Name STEPHEN F. JOHNSON
Title DIVISION MANAGER
Address P.O. Box 2760
MIDLAND, TX 79702
Telephone 432.683.2277
Cellular Telephone 432.638.9462
Fax 432.687.0329

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Amendment to Winkler County 457(b) Plan to comply with the Pension Protection Act of 2006 (PPA); Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act); Worker, Retiree and Employer Recovery Act of 2008 (WRERA) and the Final 415 Regulations and authorize County Judge to sign same; which motion became an order of the Court upon the following vote:

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

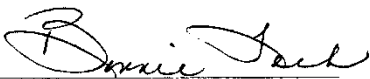
CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of WINKLER COUNTY (the Employer) hereby certifies that the following resolutions were duly adopted by Employer on December 10, 2012, and that such resolutions have not been modified or rescinded as of the date hereof.


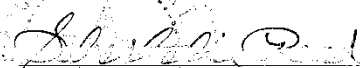
RESOLVED, the PPA/HEART/WRERA Amendment to the WINKLER COUNTY 457 PLAN (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Approved this the 10th day of December, 2012.



Bonnie Leek
Winkler County Judge

Shethelja Reed
Winkler County Clerk



securitybenefit.com • 800.888.2461



November, 2012

Winkler County
Plan Administrator
1st Floor Courthouse
Kermit, TX 79745

Re: WINKLER COUNTY 457 PLAN 612380

IMMEDIATE ACTION REQUIRED

Dear PLAN ADMINISTRATOR:

The documents to amend your plans to comply with the requirements of PPA, HEART & WRERA were previously mailed to you.

The Amendment and the Certificate of Resolution (included with this mailing) must be executed by **December 31, 2012**. Our records indicate we have not received an executed copy. The IRS requires that we maintain copies of these documents in our compliance files.

As your document service provider, Security Benefit has selected a default provision on behalf of all employers utilizing our plan documents. If you do not wish to make any changes to the default provisions, you only need to sign and date the amendment where indicated. A copy of the signature page should be retained with your important plan documents.

If you would like to select a different provision, please indicate your selection in Article II, sign and date the amendment and return a copy to us. We will update our records to indicate your election. **You only need to make a selection in Article II if you wish to elect a provision other than the default.**

If you are required to get authorization from a Board of Directors or other governing body, we have included a sample resolution for your use. Please feel free to modify the sample as needed. Please return signed copies of the execution page and resolution to fax number **785-438-4993** or email to **SBRetirementCompliance@SecurityBenefit.com**.

If you have any questions or need additional assistance, contact Security Benefit at 1-800-888-2461.

Sincerely,

Retirement Plan Services

RECEIVED

NOV 17 2012
[Signature]
HUMAN RESOURCES

AMENDMENT FOR
PENSION PROTECTION ACT ("PPA")
HEROES EARNINGS ASSISTANCE AND RELIEF TAX ACT OF 2008 ("HEART")
WORKER, RETIREE AND EMPLOYER RECOVERY ACT OF 2008 ("WRERA")

GOVERNMENTAL 457(b) Plan

ARTICLE I
PREAMBLE

- 1.1 Effective date of Amendment.** The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 Employer's election.** The Employer adopts all the default provisions of this Amendment except as otherwise elected in Article II.
- 1.4 Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.5 Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (*e.g.*, if the Plan is restated onto a plan document which incorporates these HEART and WRERA provisions).

ARTICLE II
EMPLOYER ELECTIONS

The Employer only needs to complete the questions in Sections 2.2 through 2.6 below in order to override the default provisions set forth below.

- 2.1 Default Provisions.** Unless the Employer elects otherwise in this Article, the following defaults will apply:
 - a. Uniformed Services Employees' Health Insurance Act (USFICA) beneficiary rollovers are allowed.
 - b. The Plan permits any deferral contributions from any amount a Participant receives following Severance from Employment
 - c. Effective for Plan Years beginning after December 31, 2009, non-spouse beneficiary rollovers are allowed on distributions.
 - d. Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.
 - e. Differential wage payments are treated as Compensation for all Plan benefit purposes.
 - f. The Plan permits distributions pursuant to the HEART Act on account of "deemed" severance of employment.

- g. Requirement Minimum Distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions.

2.2 Unforeseeable emergency distributions

- a. ☐ Distributions to a Participant's beneficiary are allowed.

2.3 Deferrals from Post-Severance Compensation

(a) **Regular pay.** Post-Severance Compensation *includes* (unless the Employer elects either in (a)(1) or in (a)(2) below not to include some or all of the amounts described in this (a)) regular pay after Severance of Employment if: (i) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer. *(Choose only one of (1) or (2), if applicable).*

- ☐ (1) **Election *not* to include regular pay.** The Employer elects not to include any of the amounts described in this Section 2.3(a) as Post-Severance Compensation.

- ☐ (2) **Election to include last paycheck *ONLY*.** Of the amounts described in this Section 2.3(a), the Employer elects to include only such amounts that are included in the final paycheck paid to the Participant at the end of the pay period that includes the Participant's date of severance from employment.

(b) **Leave cashouts and deferred compensation.** Post-Severance Compensation *includes* (unless the Employer elects in (b)(1) below not to include all of the amounts described in this (b)) leave cashouts if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, Post-Severance Compensation includes payments of deferred compensation if the compensation would have been included in the definition of Compensation if it had been paid prior to the Participant's Severance from Employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

- ☐ (1) **Election *not* to include leave cashouts and deferred compensation.** The Employer elects not to include any of the amounts described in this (b) as Post-Severance Compensation.

(c) **Salary continuation payments for military service Participants.** Post-Severance Compensation does *not* include (unless the Employer elects (c)(1) below to include all of the amounts described in this (c)) payments to an individual who does not currently perform services for the Employer by reason of Qualified Military Service (as described in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service.

- ☐ (1) **Election to include salary continuation payments for military service Participants.** The Employer elects to *include* all of the amounts described in this (c) as Post-Severance Compensation.

(d) **Salary continuation payments for disabled Participants.** Post-Severance does *not* include Compensation paid to a Participant who is permanently and totally disabled (as defined in Code

§22(e)(3)) (unless the Employer elects to include all of the amounts described in this (d)). If elected, this provision will apply either only to non-highly compensated Participants or to all Participants for the fixed or determinable period specified in Section 2.3(d)(1)(ii) below.

☐ (1) **Election to include salary continuation payments for disabled Participants.** The Employer elects to include all of the amounts described in this (d) as Post-Severance Compensation. In addition, this provision will apply as follows (Choose only one of (i) or (ii)):

☐ (i) **Non-highly compensated only.** This provision applies only to disabled employees who are non-highly compensated employees immediately before becoming disabled.

☐ (ii) **Fixed or determinable period.** This provision applies to all employees who are permanently and totally disabled, for the following period: _____ (e.g., for a period of two years from the date of the disability). [Note: The election in this Section 2.3(d)(1)(ii) applies only if the Employer's disability plan actually provides disability payments to all permanently and totally disabled Participants.]

2.4 Non-spouse beneficiary rollover right. For distributions in plan years beginning after December 31, 2009, and unless otherwise elected in Section 2.4a below, for distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account ("IRA") the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

a. ☐ For distributions after December 31, 2006, and prior to the first day of the first plan year beginning after December 31, 2009 (select one):

- 1. ☐ Non-spousal rollovers are not allowed.
- 2. ☐ Non-spousal rollovers are allowed effective _____ (not earlier than January 1, 2007 and not later than January 1, 2010).

2.5 HEART ACT provisions (Article X).

Continued benefit accruals. Amendment Section 10.2 will not apply unless elected below:

- a. ☐ The provisions of Amendment Section 10.2 apply effective as of: (select one)
- 1. ☐ the first day of the 2007 Plan Year
 - 2. ☐ _____ (may not be earlier than the first day of the 2007 Plan Year).

However, the provisions no longer apply effective as of: (select if applicable)

3. ☐ _____.

Differential pay. Differential wage payments (as described in Amendment Section 10.3) will be treated, for Plan Years beginning after December 31, 2008, as compensation for all Plan benefit purposes unless b. is elected below:

- b. ☐ In lieu of the above default provision, the employer elects the following (select all that apply; these selections do not affect the operation of Amendment Section 10.3(ii)):
- 1. ☐ the inclusion is effective for Plan Years beginning after _____ (may not be earlier than December 31, 2008).
 - 2. ☐ the inclusion only applies to Compensation for purposes of Elective Deferrals.

Distributions for deemed severance of employment. The Plan permits distributions pursuant to Amendment Section 10.4 unless otherwise elected below:

- c. ☐ The Plan does not permit such distributions.

- d. ☐ The Plan permits such distributions effective as of _____ (may not be earlier than January 1, 2007).

- 2.6 **WRERA (RMD waivers for 2009).** The provisions of Amendment Section 11.1 apply (RMDs are suspended unless a Participant or Beneficiary elects otherwise) unless otherwise elected below:
 - a. ☐ The provisions of Amendment Section 11.2 apply (RMDs continued unless otherwise elected by a Participant or Beneficiary).
 - b. ☐ RMDs continued in accordance with the terms of the Plan without regard to this Amendment (i.e., no election available to Participants or Beneficiaries).
 - c. ☐ Other: _____

For purposes of Amendment Section 11.3, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H)):

- d. ☐ 2009 RMDs and Extended 2009 RMDs (both as defined in Article XI of this Amendment).
- e. ☐ 2009 RMDs (as defined in Article XI of this Amendment) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

**ARTICLE III
DEFINITION OF UNFORESEEABLE EMERGENCY**

- 3.1 **Application.** Effective for taxable years beginning after December 31, 2001, this Article III applies only if the Plan permits a distribution to a Participant on account of an unforeseeable emergency.
- 3.2 **Definition of unforeseeable emergency.** An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Participant's Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control.
- 3.1 **Definition of Beneficiary.** The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan account upon the Participant's death.

**ARTICLE IV
DEFERRALS FROM POST-SEVERANCE COMPENSATION**

- 4.1 **Post-severance deferrals limited to Post-Severance Compensation.** For taxable years beginning after December 31, 2001, deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation as defined in Section 2.3.
- 4.2 **Post-Severance Compensation defined.** Post-Severance Compensation for purposes of this Article IV includes the amounts described in 2.3 (a) and (b), paid after a Participant's Severance from Employment with the Employer, but only to the extent such amounts are paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of such Severance from Employment. The Employer, by its election in this Amendment, may elect to *exclude* from the definition of Post-Severance Compensation the amounts described in 2.3(a) or (b). The Employer, by its election in this Amendment, also may elect to *include* in the

definition of Post-Severance Compensation the amounts described in 2.3 (c) or (d), or both.

- 4.3 Limitation on Post-Severance Compensation.** Any payment of Compensation paid after Severance of Employment that is not described in Section 2.3 (a), (b), (c) or (d) is not Post-Severance Compensation, even if payment is made by the later of 2½ months after Severance from Employment or by the end of the calendar year that includes the date of such Severance of Employment.

**ARTICLE V
QUALIFIED DOMESTIC RELATIONS ORDERS**

- 5.1 Permissible QDROs.** Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.
- 5.2 Other QDRO requirements apply.** A domestic relations order described in Section 5.1 is subject to the same requirements and protections that apply to QDROs.

**ARTICLE VI
PARTICIPANT DISTRIBUTION NOTIFICATION**

- 6.1 180-day notification period.** For any distribution notice issued in plan years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §402(f) (the rollover notice relating to an eligible rollover distribution), means 180 days.

**ARTICLE VII
DIRECT ROLLOVER OF NON-SPOUSE BENEFICIARY DISTRIBUTION**

- 7.1 Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 7.1, any distribution made prior to the first day of the first plan year beginning after December 31, 2009, is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.
- 7.2 Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).
- 7.3 Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

**ARTICLE VIII
HEALTH AND LONG-TERM CARE INSURANCE DISTRIBUTIONS**

- 8.1 Election to deduct from distribution.** For distributions in taxable years beginning after December 31, 2006, an Eligible Retired Public Safety Officer may elect annually for that taxable

year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The plan will pay such deducted amounts directly to the provider as described in Section 8.2, to pay qualified health insurance premiums.

8.2 Direct payment. The Plan will pay directly to the provider of the accident or health plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

8.3 Definitions.

- (a) **Eligible retired public safety officer.** An “Eligible Retired Public Safety Officer” is an individual who, by reason of disability or attainment of normal retirement age, is separated from service as a Public Safety Officer with the Employer.
- (b) **Public safety officer.** A “Public Safety Officer” has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).
- (c) **Qualified health insurance premiums.** The term “qualified health insurance premiums” means premiums for coverage for the Eligible Retired Public Safety Officer, his/her spouse, and dependents (as defined in Code §152), by an accident or health plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

**ARTICLE IX
DIRECT ROLLOVER TO ROTH**

9.1 Roth IRA rollover. For distributions made after December 31, 2007, a Participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b).

**ARTICLE X
HEART ACT PROVISIONS**

10.1 Death benefits. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

10.2 Benefit accrual. If the Employer elects in Amendment Section 2.5 to apply this Section 10.2, then effective as of the date specified in Amendment Section 2.5, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

- a. **Determination of benefits.** The Plan will determine the amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this Section 10.2 for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of: (i) the 12-month period of

service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

- 10.3 Differential wage payments.** For years beginning after December 31, 2008: (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment; (ii) the differential wage payment is treated as compensation for purposes of Code §415(c)(3) and Treas. Reg. §1.415(c)-2 (*e.g.*, for purposes of Code §415, including the definition of post-severance compensation for deferral purposes under Treas. Reg. §1.457-4(d)(1)); and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding plan provisions) by reason of any contribution or benefit which is based on the differential wage payment. Differential wage payments (as described herein) will also be considered compensation for all Plan purposes unless otherwise elected at Amendment 2.5.

Section 10.3(iii) above applies only if all employees of the Employer performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).

- 10.4 Deemed Severance.** Notwithstanding Section 10.3(i), if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a qualified reservist distribution), then the other Plan provision will control and the 6-month suspension will not apply.

ARTICLE XI WAIVER OF 2009 REQUIRED DISTRIBUTIONS

- 11.1 Suspension of RMDs unless otherwise elected by Participant.** This paragraph does not apply if the Employer elected Amendment Section 2.6a, b, or c. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(II) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.
- 11.2 Continuation of RMDs unless otherwise elected by Participant.** This paragraph applies if Amendment Section 2.6a is selected. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life

expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years (“Extended 2009 RMDs”), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

11.3 Direct Rollovers. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in Amendment Section 2.6, will be treated as eligible rollover distributions. If no election is made by the Employer in Amendment Section 2.6 then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H).

* * * * *

EXECUTION PAGE

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: WINKLER COUNTY 457 PLAN

Plan Number: 612380

Name of Employer: Winkler County

By: _____
EMPLOYER

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of County Clerk to increase County Clerk’s Office petty cash fund from \$100.00 to \$500.00; 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 authorize the County Auditor to advertise for bids for Phase IV of construction improvements to County Park in Kermit consisting of: site preparation, construction of pavilion and maintenance barn, landscaping, fencing and signage; said bids to be received until 10:00 A.M. on Monday, January 14, 2013, with the Commissioners’ Court reserving the right to reject any and all bids; which motion became an order of the Court upon the following vote:

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

WINKLER COUNTY, TEXAS
INVITATION TO BID
CONSTRUCT
Pavilion and Storage Building

The Commissioners' Court of Winkler County, Texas is accepting bids to construct a 79'X25' cedar wood pavilion with metal roof which includes 2 charcoal barbeque grills and a 12'x16' storage building at the Kermit Park. Sealed bids will be received until 10:00 a.m., January 14, 2013, at which time bids will be opened in Commissioners' Court. Bids received after this time will be returned to bidder unopened.

Bids must be submitted in a sealed, opaque envelope which is marked on the face Kermit Park Pavilion Project. Bids may be mailed to Winkler County, c/o County Auditor, Drawer O, Kermit, Texas 79745, or may be hand delivered to the office of the Winkler County Auditor, 1st Floor Courthouse, Kermit, Texas 79745.

Bidder shall include the terms of any warranty with the bid price. Pricing should include performance and payment bonds.

All contractors must provide 3 references of similar projects. This project will be considered a turnkey project.

The Commissioners' Court reserves the right to reject any or all bids and to waive any irregularities or informalities in any bid received.

Specifications for the Pavilion are attached.

**PARK PAVILION & STORAGE BUILDING
CITY OF KERMIT
COUNTY OF WINKLER
SCOPE OF WORK**

Construction to be performed in accordance with:
International Building Code
National Electrical Code

Bonds:
Bid Bond: Furnish a good and sufficient bid bond from a surety company authorized to do business in the State of Texas, or a cashier's check. The amount of the bond or cashier's check shall be five percent (5%) of the total amount of the bid

Payment & Performance Bond:
Furnish within 10days of bid acceptance a bond for both payment and performance. The amount of the bond shall be for the full amount (100%) of the bid.

Commercial Insurance Requirements as follows:
Limits of General Liability:
\$1,000,000 – Each Occurrence

Automobile Liability
Business Auto Liability with limits of at least \$1,000,000 Combined Single Limit.

Workers Compensation and Employers Liability
Employers Liability Insurance limits of at least
\$1,000,000 Each Accident for bodily injury by accident and
\$1,000,000 Each Employee for injury by disease.

PARK PAVILION:

Plans & Permits: Contractor shall provide Site Plan, stamped Architectural plans, and shop drawings as needed.

Preconstruction & Layout: Contractor shall perform final site grading and site layout for construction.

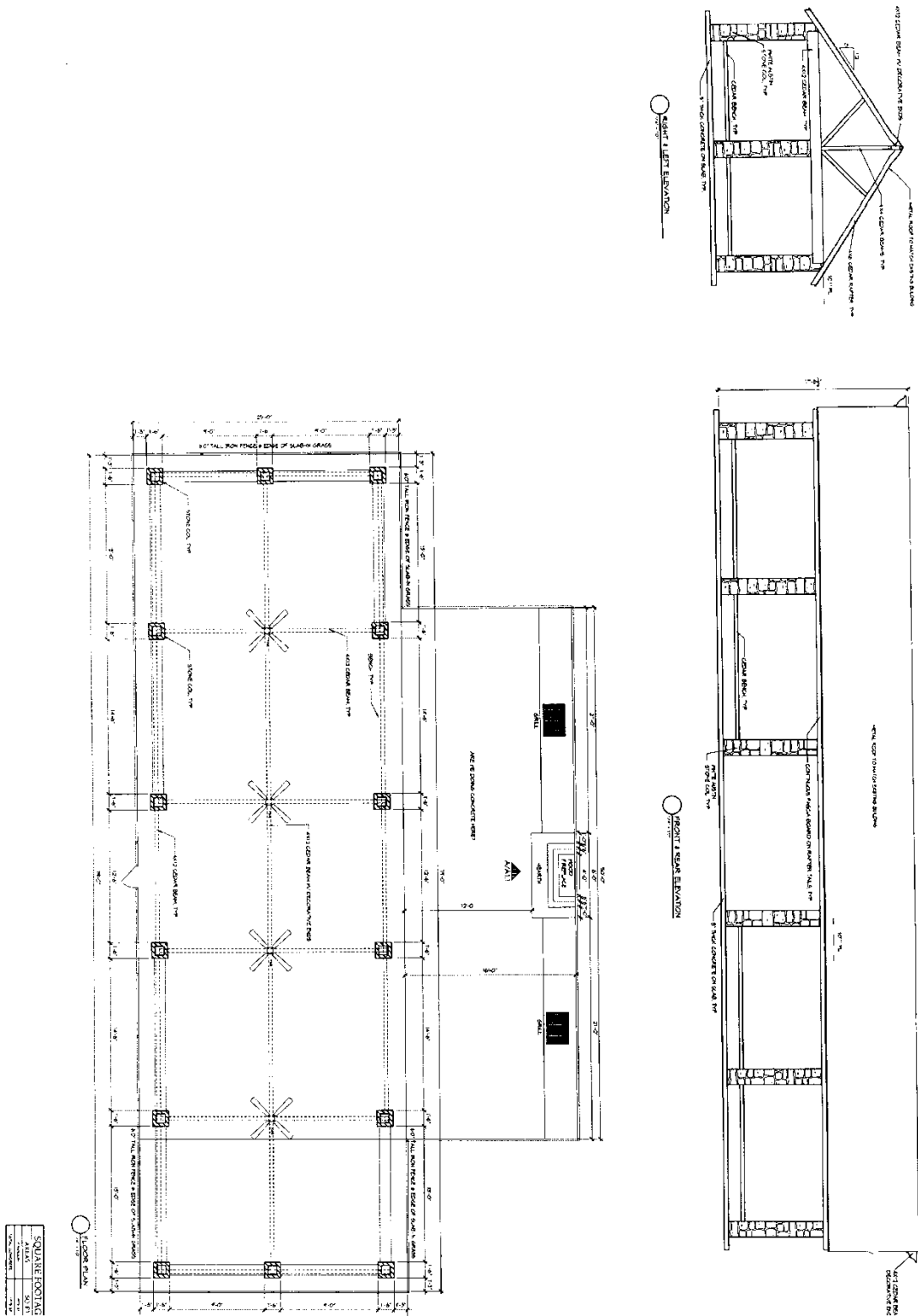
Kermit Pavilion Floor Plan & Elevation:
Construct New Cedar Wood Pavilion 79'x 25'
Offset kitchen with (2) charcoal barbeque grills
Rock veneer wood fireplace with stone hearth

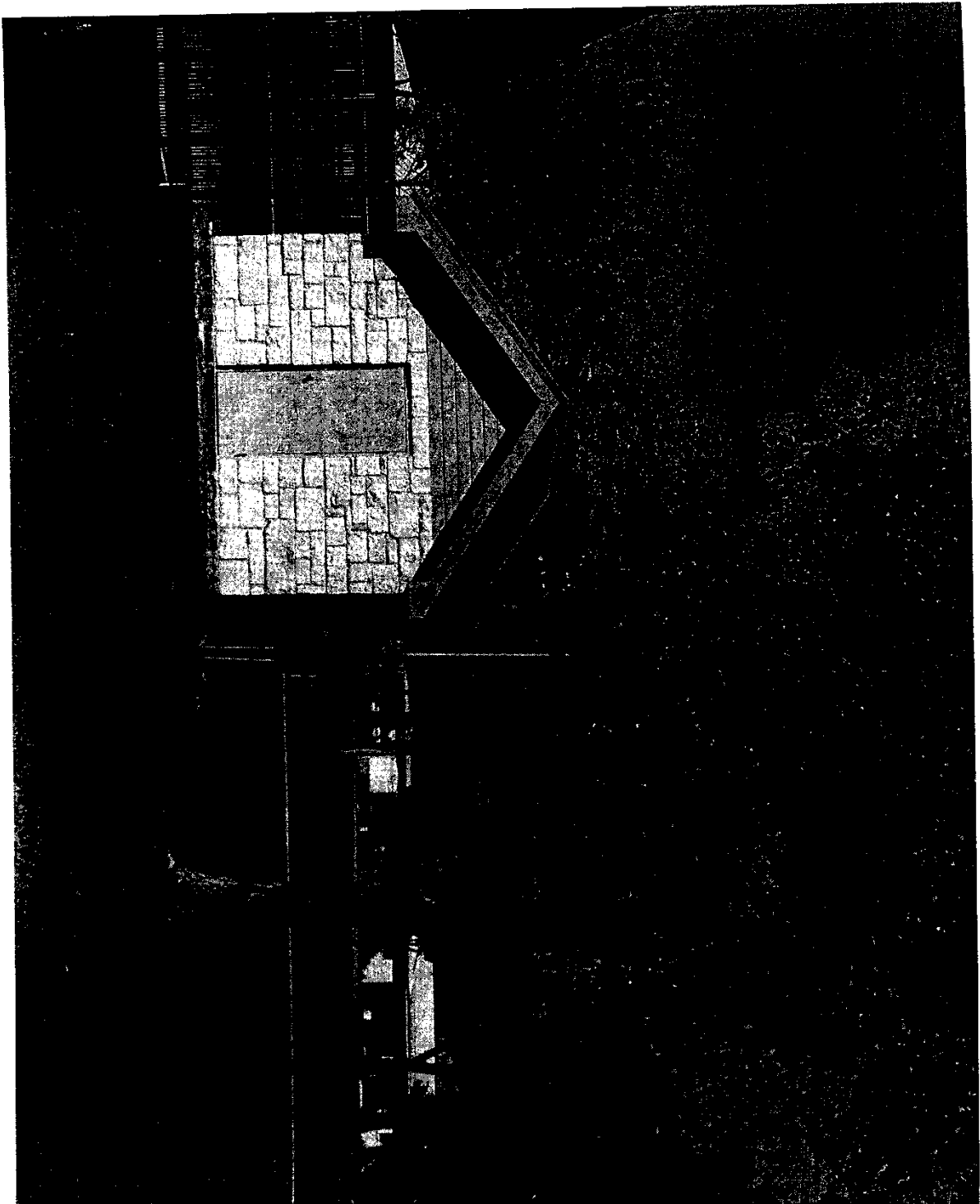
17' 8.5" elevation height to beam

White Austin stone columns per plan
4" thick concrete slab on grade with rebar per required steel to concrete ratio
Includes wood seating ledges and roof beams per plans
Metal roof to match existing building at park
(4) Ceiling fans
Concrete entry way with ADA handicapped ramp

STORAGE BUILDING:

12' x 16' Storage building
4" thick concrete slab
6' metal door
Block and Stone veneer (White Austin Stone)
Metal roof to match existing buildings at park
Similar structure located at 283 NW 2nd Street, Wink TX may be visited for bid specifications.





WINKLER COUNTY, TEXAS
INVITATION TO BID
CONSTRUCTION
KERMIT BARN

The Commissioners' Court of Winkler County, Texas is accepting bids to construct a 40'X60' metal building at the Kermit Park. Sealed bids will be received until 10:00 a.m., January 14, 2013, at which time bids will be opened in Commissioners' Court. Bids received after this time will be returned to bidder unopened.

Bids must be submitted in a sealed, opaque envelope which is marked on the face Kermit Park Barn Project. Bids may be mailed to Winkler County, c/o County Auditor, Drawer O, Kermit, Texas 79745, or may be hand delivered to the office of the Winkler County Auditor, 1st Floor Courthouse, Kermit, Texas 79745.

Bidder shall include the terms of any warranty with the bid price. Pricing should include performance and payment bonds.

All contractors must provide 3 references of similar projects. This project will be considered a turnkey project.

The Commissioners' Court reserves the right to reject any or all bids and to waive any irregularities or informalities in any bid received.

Specifications for the Barn are attached.

**MAINTENANCE BARN
CITY OF KERMIT
COUNTY OF WINKLER**

SCOPE OF WORK

Construction to be performed in accordance with:

**International Building Code
International Plumbing Code
International Mechanical Code
National Electrical Code
Americans with Disabilities Act
Texas Accessibility Standards (TAS)**

Bonds:

Bid Bond: Furnish a good and sufficient bid bond from a surety company authorized to do business in the State of Texas, or a cashier's check. The amount of the bond or cashier's check shall be five percent (5%) of the total amount of the bid

Payment & Performance Bond:

Furnish within 10 days of bid acceptance a bond for both payment and performance. The amount of the bond shall be for the full amount (100%) of the bid.

Commercial Insurance Requirements as follows:

**Limits of General Liability:
Minimum of \$1,000,000 – Each Occurrence**

Automobile Liability

Business Auto Liability with limits of at least \$1,000,000 Combined Single Limit.

Workers Compensation and Employers Liability

**Employers Liability Insurance limits of at least
\$1,000,000 Each Accident for bodily injury by accident and
\$1,000,000 Each Employee for injury by disease.**

Scope of Work to Include:

Plans & Permits: Contractor shall submit plans to Texas Department of Licensing and Regulations (TDLR) for TAS registration, review, approval, and completion inspection. Contractor shall provide Site Plan, stamped Structural Engineering Plans for building, stamped Architectural plans, MEP plans, and shop drawings as needed.

Preconstruction & Layout: Contractor shall perform final site grading and site layout for construction.

Maintenance Barn Building

Construct New Metal Maintenance Barn 40'0" x 60'0" (color choice TBD) 12' Plate line elevation

4" thick concrete slab on grade with rebar per required steel to concrete ratio

Includes concrete entry to building to adjoining sidewalk

Metal copper roof to match existing building at park

Floor plan:

(3) ADA compliant restrooms per plans

(1) Break room (12' 0" x 15' 4") with counters, upper and lower built in cabinets, and sink.

(1) Office (10' 8" x 10' 4")

(2) Hallways per plan

Tile flooring (18 x 18 PT95 Dal-tile or comparable) in restrooms, break room, office, and hallways.

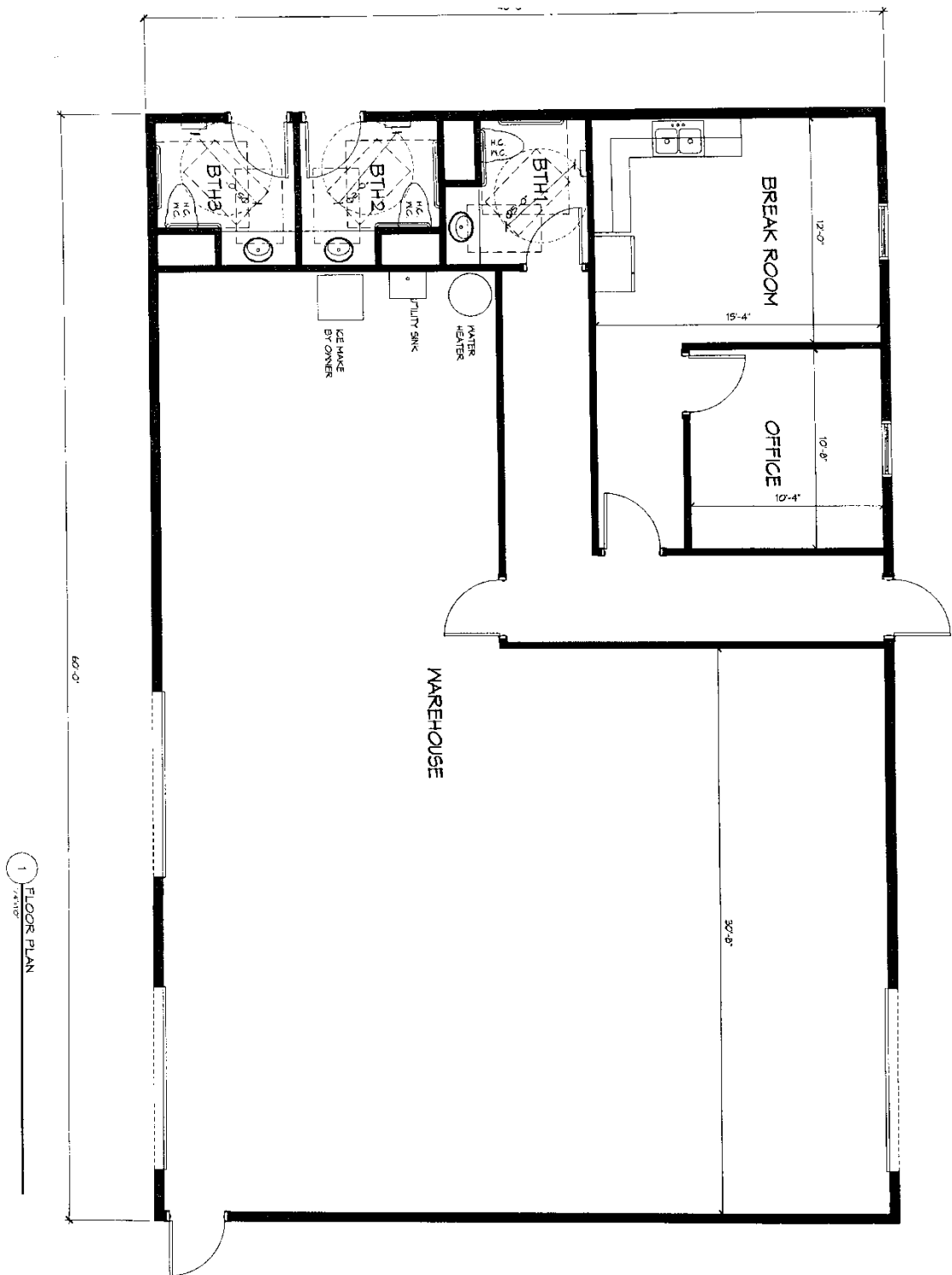
Storage area in warehouse for ice machine (provided by others)

Large Warehouse area with utility sink

(2) Pedestrian entry/exits

(3) 10' x 8' Motorized shop doors with remotes

Windows in office and break room per plan



A motion was made by Commissioner Wolf and seconded by Commissioner Carpenter to approve purchase of Motorola XTL 2500 radio in the amount of \$3,265.00 for Sheriff's Office to be paid from budgeted Emergency Management 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 Thompson and seconded by Commissioner Neal to approve purchase of Motorola XTL 1500 radio in the amount of \$1,825.00 for County Judge's Office from budgeted Emergency Management 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 Wolf and seconded by Commissioner Thompson to approve request of Commissioner, Precinct No. 2, to purchase cold saw in the approximate amount of \$2,500.00 from Area II Road and Bridge budgeted 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 annual surface lease payment to The University of Texas System, University Lands, in the amount of \$1,500.00 for Winkler County Airport from budgeted 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 Carpenter and seconded by Commissioner Neal to approve payment in the amount of \$2,862.00 to Barlow Appraisal Associates for appraisal of Sandhills Park from budgeted 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 Thompson and seconded by Commissioner Neal to authorize the County Auditor to advertise for bids for sale of 17.9 acre tract of land located on the intersection of SH 115 and FM 874 (Section 10, Block B-2, PSL, Winkler County, Texas), with an opening minimum bid of \$20,000.00; said bids to be received until 10:00 A.M. on Monday, January 28, 2013, with the Commissioners' Court reserving the right to reject any and all bids; 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 Carpenter and seconded by Commissioner Thompson to approve payment in the amount of \$50.00 to State Farm Fire and Casualty Company for surety bond for John Leavitt, Golf Course Manager, for the term of January 04, 2013 to January 04, 2014 from budgeted funds; which motion became an order of the Court upon the following vote:

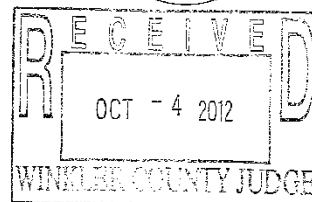
Ayes: Commissioners Carpenter, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve required documentation of eminent domain authority in Texas; which motion became an order of the Court upon the following vote:

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



TEXAS Conference of
Urban Counties



September 25, 2012

Re: Report of Eminent Domain Authority

Dear County Judges and Commissioners and County Attorneys:

As you know, Texas Government Code, Chapter 2206, Subchapter C, became effective on September 1, 2011 and requires Texas counties to submit a "report of eminent domain authority" to the Comptroller of Public Accounts by **certified, return receipt mail** not later than December 31, 2012. **A county's eminent domain authority expires on September 1, 2013 if the form is not received by the December 31, 2012 deadline.** In an effort to assist counties, we have prepared a list of constitutional and statutory authority to serve as a research guide. We have attached a copy of the list for your review. In addition, we have included a copy of the Comptroller's form that must be used when preparing the report. Due to limited space on the Comptroller's form, we suggest attaching the county's report to the form. Complete instructions regarding the method of filing the report can be found on the Comptroller's website at www.window.texas.gov/sb18compliance.

Chapter 2206, Subchapter C, is silent on the criteria the Comptroller and/or Texas Legislative Council may adopt to review the reports and is vague regarding the scope of eminent domain authority that counties must identify; therefore, we included every provision that we have located that may be interpreted to be applicable. Simply put, there is no penalty for including too much information.

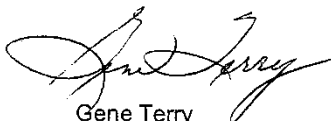
Some counties have expressed concern that Subsections 2206.101(b) and (c) can be interpreted to authorize the removal of a county's entire constitutional and statutory eminent domain authority if a county inadvertently omits a single constitutional or statutory provision from the report. In an effort to assist counties in complying with this new legal requirement, we have submitted a letter to the Comptroller in which we indicate that our associations do not believe the legislature intended this result as it would have a devastating impact on the counties' ability to function as an arm of the

state, perform their responsibilities imposed under the constitution and state laws, and complete current and future public infrastructure projects throughout the State. In addition, we submitted our proposed list to the Comptroller and Texas Legislative Council for review and comment and we will inform the counties of any response that we receive.

As stated above, we have created the attached list to serve as a research guide. This letter and attachments do not constitute legal advice. Please consult with your county or district attorney when preparing and submitting the county's report of eminent domain authority to the Comptroller.

If you have any questions or comments, please contact us at your convenience.

Sincerely,



Gene Terry
Executive Director
Texas Association of
Counties



Donald Lee
Executive Director
Texas Conference of
Urban Counties



Jim Allison
General Counsel
County Judges and
Commissioners Association
of Texas

Enclosure(s)



Susan Combs Texas Comptroller of Public Accounts

Required Documentation of Eminent Domain Authority in Texas

What action must be taken: Per Senate Bill 18 enacted by the 82nd Legislature, all public and private entities authorized to exercise the power of eminent domain in Texas are required to submit a letter to the Comptroller of Public Accounts detailing their legal authority to exercise this power. The letter must be sent by certified, return receipt mail not later than December 31, 2012. (Per the bill, the authority of an entity to exercise the power of eminent domain expires on September 1, 2013, unless the letter has been submitted by the deadline.)

About this form: This form is designed to guide entities in submitting the required information on eminent domain authority. Once the fields have been completed, the form can be printed and mailed via certified, return receipt to the address provided to meet the requirements of the bill.

Entity Information

1. Full, legal name of entity: Winkler County

2. Alternate name of entity (if any): _____

3. Primary address: Street or P.O. Box P.O. Drawer Y
City, State, Zip Code Kermit, Tx. 79745

4. Primary phone number (with area code): 432-586-6658

5. Entity contact: First name Bonnie Last name Leck
Phone number (with area code): 432-586-6658 E-mail address: bonnie.leck@co.winkler.tx.us

6. Alternate contact: First name Steve Last name Taliaferro
Phone number (with area code): 432-586-2596 E-mail address: steve.taliaferro@co.winkler.tx.us

Eminent Domain Authority

7. Does your entity have eminent domain authority in Texas? ☒ Yes ☐ No

8. If "yes" to question 7, please identify all of the applicable provisions of state law that grant eminent domain authority to this entity. Please cite as Title of Code or Article, Section Number/Name (for example, Texas Government Code, Section 43.136 or Article 7849, Auxiliary Water Laws).

See the attached Powers of Eminent Domain for Texas Counties

9. Please indicate the first year in which this entity exercised eminent domain authority (if known): _____

DISCLAIMER: Chapter 2206, Subchapter C, Government Code (as added by Senate Bill 18, 82nd Regular Session) requires the Comptroller of Public Account to collect information and report to the Legislature all entities in the state of Texas that have the authority to exercise the power of eminent domain. Entities that provide information to the Comptroller represent and warrant that the information is accurate and complete to the best of their knowledge. Entities that provide information acknowledge that it is their responsibility to submit a letter by certified mail, return receipt requested to the Comptroller's office, indicating that the Entity is authorized to exercise eminent domain authority and to identify each law that grants such authority. The Entity further acknowledges that the Comptroller's office is not responsible to submit said letter, nor is it responsible for the Entity's failure to submit said letter as required by law, and that such failure may cause the entity's power of eminent domain to expire on September 1, 2013. The Entity also acknowledges that the Comptroller of Public Accounts is a state agency subject to Chapter 552 of the Texas Gov't Code (the "Texas Public Information Act") and court interpretations thereof, and that the information submitted to this office may be subject to disclosure to the public under Section 552.101, et seq., of the Code.

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address on this form or sb18compliance@cpa.state.tx.us.

By signing, I agree that the information is true and correct.

Mail this form via certified mail to: **sign here** Bonnie Leck December 10, 2012
COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 13942
Austin, Texas 78711
Signature: Bonnie Leck, Winkler County Judge Date: 432-586-6658

Print Name/Title _____ Phone (area code and number) _____

For questions or additional information, please e-mail: sb18compliance@cpa.state.tx.us or go to: www.window.texas.gov/sb18compliance

Powers of Eminent Domain for Texas Counties*

Can be found at: www.county.org; www.cuc.org; and www.cjcat.org

Legal Authority		Item	Notes
Texas Constitution	Article 1, Section 17	Property for public use.	No person's property shall be taken, damaged, or destroyed for or applied to public use without adequate compensation being made, unless by the consent of such person, and only if the taking, damage, or destruction is for the ownership, use, and enjoyment of the property, notwithstanding an incidental use, by the state, a political subdivision of the state, or the public at large
Texas Constitution	Article 3, Section 52j	Sale of real property.	A governmental entity may sell real property acquired through eminent domain to the person who owned the real property interest immediately before the governmental entity acquired the property interest.
Government Code	Chapter 2206	Limitations of purpose and use of property acquired through eminent domain.	Limitations on use of eminent domain.
Property Code	Chapter 21	Eminent domain jurisdiction, procedure, damages and costs, judgment, and repurchase.	Procedural requirements for eminent domain.
Agriculture Code	Section 167.059	Tick eradication dipping facilities.	Acquire necessary land for the construction or maintenance of dipping facilities, dipping facilities that have already been constructed, or land necessary for ingress and egress to and from those facilities (commissioners court).
Government Code	Section 1474.151	County water improvements and related irrigation powers.	Acquire a necessary right-of-way or other land; acquire any other improvement required for the proper and efficient irrigation of land in the county.
Government Code	Section 1475.002	Canal or waterway authorized by federal legislation.	Acquire right-of-way and necessary dumping privileges.
Government Code	Section 1475.052	Intracoastal canals.	Acquire public or private land, a right-of-way, an easement, or dumping ground privileges.
Government Code	Section 1477.071	Adequate source of surface or subterranean fresh water for supplying water to the county's courthouse or for other county purposes.	Acquire real property and easements.
Government Code	Section 1477.120, 1477.121	Natural gas system for supplying natural gas to county buildings adequately and dependably.	Acquire land or an easement; may not acquire a natural gas system or a facility of a natural gas system.
Government Code	Sections 2267.061, 2267.062, and 2267.063.	Qualifying project, including any ferry, mass transit facility, vehicle parking facility, port facility, power generation facility, fuel supply facility, oil or gas pipeline, water supply facility, public work, waste treatment facility, hospital, school, medical or nursing care facility, recreational facility, public building, or other similar facility currently available or to be made available to a governmental entity for public use, or any improvements necessary or desirable to unimproved real estate owned by a governmental entity.	Acquire qualifying project in the event of a material default by the contracting person; acquire any land or property interest to the extent that the responsible governmental entity dedicates the land or property interest to public use and finds that the action serves the public purpose; relocation of facilities affected by the qualifying project.
Health and Safety Code	Section 263.022	Hospital or medical or other health facility.	Acquire real property and easements to real property (commissioners court).
Health and Safety Code	Section 264.028	County Hospital Authorities.	Authority may acquire fee simple title to land, other property, and easements under Chapter 21, Property Code.
Health and Safety Code	Section 265.052	Joint Municipal and County Hospitals.	Board may acquire fee simple title or other interest in property pursuant to Chapter 21, Property Code.
Health and Safety Code	Section 281.054	Hospital Districts/Counties of at least 190,000.	Power to acquire interest in property located in the district if necessary to exercise authority of district.

Health and Safety Code	Section 282.046	Hospital Districts in Counties of 75,000 or less.	May exercise the power for the acquisition of property necessary to carry out powers and duties of district.
Health and Safety Code	Section 364.014	Solid waste disposal systems (plant, composting process plant, incinerator, sanitary landfill, or other works and equipment that are acquired, installed, or operated to collect, handle, store, treat, neutralize, stabilize, or dispose of solid waste, and includes the sites).	Acquire property or an interest in property; may not acquire real property if that power conflicts with a corporation's power of eminent domain as provided by law.
Human Resources Code	Section 63.017	Residential facility for the placement of juveniles formed by a single county.	Acquire real property for the purpose of locating a facility on such property (commissioners court).
Human Resources Code	Section 63.018	Residential facility for the placement of juveniles created by two or more counties.	Acquire real property (commissioners courts of the forming counties).
Local Government Code	Section 241.903	Airport hazards.	Acquire an air right, aviation easement, or other estate or interest in property or in a nonconforming structure or use (municipality or county).
Local Government Code	Section 261.001	Construction of a jail, courthouse, hospital, or library, or for another public use authorized by law.	Condemn and acquire land, an easement in land, or a right-of-way. Right extends to public or private land, but not to land used for cemetery purposes.
Local Government Code	Section 263.201	To carry out an act of the US Congress in aid of navigation, irrigation, flood control, or improvement of water courses and to accomplish a purpose specified by Section 2204.101, Government Code.	Acquire and, on request, convey to the United States, with or without monetary consideration, land or an interest in land (commissioners court of county that has a part of its boundary coincident with a part of the international boundary between the United States and Mexico, or that is contiguous to such a county).
Local Government Code	Section 273.001 (a)	Acquisition of property for public purposes.	Acquire property jointly with municipality or other governmental entity.
Local Government Code	Section 273.002	Land for the use of local governments.	Condemnation shall be in accordance with state law relating to Chapter 21, Property Code. Or other state law relating to condemnation of land for public uses by municipality.
Local Government Code	Section 273.003	Necessary alterations for use by local governments.	Any alteration necessary shall be made at the sole expense of the municipality or other governmental entity.
Local Government Code	Section 280.001	Land for the use of the US government.	Acquire land separately or jointly with a municipality for the use of the US government.
Local Government Code	Section 280.003	Hospital purposes.	County may issue bonds and use the proceeds from the sale of the bonds to acquire property through condemnation.
Local Government Code	Section 293.026	County Building Authority Act.	Authorizes acquiring property through eminent domain.
Local Government Code	Section 325.037	Sports facility purposes.	District may acquire land for a sports facility if board determines, after notice and hearing, that it is necessary.
Local Government Code	Sections 331.001 and 331.003	Public parks, playgrounds, or historical museums. Land on which are located historic buildings, sites, or landmarks of statewide historical significance associated with historic events or personalities; prehistoric ruins, burial grounds, or archaeological or vertebrate paleontological sites; or sites including fossilized footprints, inscriptions made by human agency, or any other archaeological, paleontological, or historic buildings, markers, monuments, or historical features.	Acquire land and/or buildings to be used for public parks, playgrounds or historical museums.
Local Government Code	Section 335.071	Sports and Community Venue Districts.	May perform any act to the full exercise of the district's powers.
Local Government Code	Section 351.136	Acquisition of property for county jails and law enforcement	District may acquire property necessary to construct or improve jail facility; lease property on terms advantageous to district; acquire land for jail facility by condemnation under Chapter 21, Property Code; make necessary alteration at district's sole expense.
Local Government Code	Section 383.063	County development districts.	May exercise the power to acquire land for the purpose of providing water and sewer services.

Local Government Code	Section 392.061	Housing authorities (municipalities and counties)	May acquire interest by eminent domain after adopting a resolution and declaring the acquisition necessary.
Local Government Code	Section 507.103	Spaceport development corporations	may exercise the power of eminent domain to acquire property.
Local Government Code	Section 561.001	Canals, drains, levees, and other improvements to provide for flood control and water outlets.	Acquire public or private real property, including easements and rights-of-way.
Local Government Code	Section 562.016	Water or sewer utility system to serve an unincorporated area of the county.	Acquire any interest in property necessary to operate a water of utility system.
Local Government Code	Section 571.004	Seawall, breakwater, levee, floodway, or drainway.	Acquire property that is necessary for the establishment, construction, and maintenance (county or municipality that borders the Gulf of Mexico).
Local Government Code	Section 572.012 and 572.013	Facility necessary or incidental to the collection, transportation, treatment, or disposal of sewage or to the conservation, storage, transportation, treatment, or distribution of water.	Acquire land, easements, and property for a facility (county, municipality, or district or authority); may not use eminent domain authority to acquire an interest in a facility that belongs to another public entity or a private entity.
Natural Resources Code	Section 183.057	Protected Land; Notice of Taking (Conservation Easements	Texas Farm and Ranch lands conservation program.
Natural Resources Code	Section 221.021a	Wetland mitigation bank or buffer zone.	Acquire property inside or outside the eligible political subdivision (state agency or eligible political subdivision); power of eminent domain granted by this section does not enable a state agency or eligible political subdivision to acquire by condemnation an interest in land that is owned or used by a public utility.
Tax Code	Section 311.008	Special Property Tax Provisions: Tax Increment Financing Act.	Acquire blighted, deteriorated, undeveloped or inappropriately developed property for the preservation or restoration of historic sites, for beautification, or the provision of public works.
Transportation Code	Section 22.011	Airport or air navigation facility.	Acquire an interest in property, including an easement in an airport hazard or land outside the boundaries of an airport or airport site (county or municipality). With specified consent, may acquire an existing airport or air navigation facility.
Transportation Code	Section 172.159	Rural Rail Transportation Districts Powers and Duties.	Suit in eminent domain must be brought in the county in which land is located.
Transportation Code	Section 173.160	Intermunicipal Commuter Rail Districts Powers and Duties.	Suit in eminent domain must be brought in the county in which land is located.
Transportation Code	Section 174.159	Commuter Rail Districts Powers and Duties.	Suit in eminent domain must be brought in the county in which land is located.
Transportation Code	Section 203.065	Modernization of State Highways.	Acquire property necessary to lay out, construct, maintain, or operate a section of a state highway as a freeway.
Transportation Code	Section 224.002	Highway right-of-way.	Acquire highway right-of-way requested by department (county or municipality).
Transportation Code	Section 224.003	State highway.	Acquire real property, including a right-of-way, or material (commissioners court).
Transportation Code	Section 251.006	Obtaining Material for Public Road.	Acquire material necessary to construct, repair, or maintain public roads if the owner of the material rejects the price that the court determines to be a fair price (commissioners court).
Transportation Code	Section 251.051	Public roads.	Authority to order that public roads be laid out, opened, discontinued, closed, abandoned, vacated, or altered (commissioners court).
Transportation Code	Section 251.101	Road that forms or will form a connecting link in the county road system or in a state highway.	Acquire real property, a right-of-way, or an easement in public or private real property in a municipality.
Transportation Code	Section 254.005	Streambed diversion and drainage channels for county roads.	Acquire any new or wider right-of-way not wider than 100 feet (commissioners court).
Transportation Code	Section 280.001	Streets in an unincorporated community near railroad roadbeds.	Condemn railroad roadbed on the petition of at least 20 freeholders of an unincorporated community (commissioners court).
Transportation Code	Section 281.002	Private road.	Acquire a public interest.

Transportation Code	<u>Section 282.011</u>	Underpass, tunnel, or approach.	Condemn right-of-way or easement in real property (counties with population of 350,000 or more).
Transportation Code	<u>Section 283.003 and 283.101</u>	Causeway, bridge, or tunnel, including a necessary approach, fixture, accessory, or equipment.	Acquire a project, condemn property (county that borders on the Gulf of Mexico and has a population of at least 20,000).
Transportation Code	<u>Section 284.003, 284.061, 284.066 and 284.067</u>	Causeway, bridge, tunnel, turnpike, highway, ferry, or any combination of those facilities.	Acquire projects and property (county that has a population of 50,000 or more and borders the Gulf of Mexico or a bay or inlet opening into the gulf; has a population of two million or more; is adjacent to a county that has a population of two million or more; or borders the United Mexican States.
Transportation Code	<u>Section 364.022</u>	Property to own, hold, control, maintain, and operate the toll bridge and to make or provide for any repairs or improvements to the bridge.	Acquire property (county bordering the Rio Grande and that acquires a toll bridge under Section 364.001).
Transportation Code	<u>Section 457.106</u>	County Mass Transit Authority.	Exercise of eminent domain power is subject to the eminent domain power of the local government in which property is located.
Transportation Code	<u>Section 460.107</u>	County Mass Transit Authority.	Exercise of eminent domain power is subject to the eminent domain power of the local government in which property is located.
Utilities Code	<u>Section 163.013</u>	Joint Powers Agencies.	General rights, powers and duties of entities
Utilities Code	<u>Section 163.014</u>	Electric facility jointly owned by public and private entities.	Acquire land, easements, and property (agency or political subdivision of this state).
Vernon's Civil Statutes	<u>Title 116, Article 6812b, Sec. 13</u>	Lay out and construct any road or highway in or through the county or any part thereof. Constructing, building, opening, widening, straightening, draining, grading, improving, repairing or maintaining any public road or highway.	Condemn such land and condemn land for right of way (counties having a population of 198,000 to 400,000).
Water Code	<u>Section 11.033</u>	Water necessary for domestic, municipal, and manufacturing uses and for other purposes authorized by this code, including the irrigation of land for all requirements of agricultural employment.	Right to take and right to recover (all political subdivisions of the state).
Water Code	<u>Section 49.066</u>	General Law Districts - Administrative Provisions	Deposit requirement in eminent domain proceeding.
Water Code	<u>Section 49.222</u>	General Law Districts - Powers and Duties.	May acquire land necessary for water, sanitary sewer, storm drainage, or flood drainage for projects or purposes; exercise in manner provided in Chapter 21, Property Code; power may not be used for condemnation of land for purpose of acquiring rights to underground water or water rights.
Water Code	<u>Section 49.224</u>	General Law Districts - Powers and Duties.	Power to Condemn Cemeteries.
Water Code	<u>Section 57.269</u>	Levee Improvement Districts.	Condemn land necessary for right-of-way.

At 10:00 o'clock A.M. bidding for the purchase of gasoline for County fleet of vehicles for 2013 calendar year was declared closed. Only one (1) bid was received and after reviewing same, a motion was made by Commissioner Neal and seconded by Commissioner Wolf that the bid of West Texas Gas be accepted; which motion became an order of the Court upon the following vote:

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

WINKLER COUNTY
BID FORM
GASOLINE & DIESEL FUEL
JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

Regular Unleaded Grade:

Brand Name Alon Posted Terminal Price 2.773
As of (date) 11-19-12 Bid Price Per Gallon 3.103
Octane Rating 87

Undyed Diesel (highway use):

Brand Name Alon Posted Terminal Price 3.3425
As of (date) 11-19-12 Bid Price Per Gallon 3.7125

Dyed Diesel (off-road use):

Brand Name Alon Posted Terminal Price 3.346
As of (date) 11-19-12 Bid Price Per Gallon 3.516
(State Tax Exempt)

<u>Ronan Arnell</u> Typed Name of Bidder	<u>Ronan Arnell</u> Signature of Bidder
<u>WTG Fuels, Inc</u> Company Name	<u>Supply Manager</u> Title of Bidder
<u>PO Box 3514</u> P.O. Box or Street Address	<u>Midland TX 79702</u> City, State, Zip
<u>432 682 4349</u> <u>432 847 4751 (FAX)</u> Telephone Number Fax Number	<u>11-27-12</u> Date Submitted

NOTE: Bid Price includes 17 "constant" state tax of .20
is included in bid Price for gasoline and Highway Use diesel.

At 10:05 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 then returned to open session at 10:10 o'clock A.M., with the following action being taken: No action was taken.

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

WINKLER COUNTY LINE ITEM ADJUSTMENTS DECEMBER 10, 2012			
PRCT 2 CONSTABLE			
10-415-030	DUES SUPPLIES	\$	1,565.00
10-415-011	SALARY PRCT 2		\$ 1,565.00
AMD-SAL PRCT 2 CONSTABLE SALARIES TO DUES SUPPLIES FOR HANDHELD RADIC			
WINK PARKS			
10-212-020	SALARIES PARK LABOR	\$	6,600.00
10-312-011	EQUIP OPTR/TRUCK DRVR		\$ 3,600.00
10-305-010	SALARIES SUPVSR		\$ 3,000.00
AMD-SALARIES PARK FOR SUMMBER HELP CODED INCORRECT			
FIRE DEPARTMENT KERMIT			
10-218-080	EQUIPMENT	\$	8,870.00
10-230-083	CONTINGENCY		\$ 8,870.00
AMD-CONTINGENCY TO KVFD FOR TEXAS FOREST SERVICE GRANT			
DISTRICT COURT			
10-224-045	CT COORD SUPPLEMENT	\$	1,100.00
10-224-061	MILEAGE VISITING JUDGE		\$ 1,100.00
AMD-MILEAGE VISITING JUDGE TO CT COORD SUPPLEMENT			
PROFESSIONAL PROSECUTOR/DA			
10-226-080	EQUIPMENT	\$	430.00
10-226-011	SALARY LEGAL ASST		\$ 430.00
AMD-SALARY LEGAL ASST TO EQUIPMENT			
AIRPORT			
10-231-090	MAINTENANCE	\$	1,500.00
10-231-050	UTILITIES		\$ 1,500.00
AMD-UTILITIES TO MAINTENANCE			
SAFETY/LOSS CONTROL			
10-235-130	SUPPLIES EMER. MANAGEMENT	\$	5,990.00
10-235-170	EMERG MAN COND. ED & TRAVEL		\$ 1,460.00
10-235-010	SALARY EMERG COORDINATOR		\$ 4,530.00
AMD-SAL EMERG COORDINATOR & COND. ED & TRAVEL TO SUPPLIES			
EMS			
10-236-090	MAINTENANCE	\$	2,000.00
10-236-052	WORKERS COMP		\$ 2,000.00
AMD-WORKERS COMP TO MAINTENANCE			
HUMAN RESOURCES			
10-238-100	POSTAGE	\$	5.00
10-238-030	SUPPLIES		\$ 5.00
AMD-SUPPLIES TO POSTAGE			

WINKLER COUNTY LINE ITEM ADJUSTMENTS DECEMBER 10, 2012			
AREA 1 ROAD MAINTENANCE			
10-311-197	TIRES & TUBES	\$	500.00
10-311-090	MAINTENANCE		\$ 500.00
AMD-MAINTENANCE TO TIRES & TUBES			
COUNTY CLERK			
10-402-030	SUPPLIES	\$	50.00
10-402-070	TRAVEL		\$ 50.00
AMD-TRAVEL TO SUPPLIES			
COUNTY SHERIFF			
10-404-080	EQUIPMENT	\$	1,200.00
10-404-050	UTILITIES		\$ 1,200.00
AMD-UTILITIES TO EQUIPMENT			

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

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

There were no budget amendments for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of November, 2013;

MONTHLY REPORTS		
For the Month of <u>November 2012</u>		
	Date Received	Amount
Steve Taliaferro, Co Attorney Fee <u>12/5/12</u> <u>\$50.00</u> Hot Check		
Bonnie Leck, County Judge		
Patti Franks, Tax Assessor	<u>12-10-12</u>	<u>\$ 6831.12</u>
Shethelia Reed, County Clerk	<u>12-4-12</u>	<u>\$ 25,753.50</u>
Glenda Mixon, JP Precinct #2	<u>11-30-12</u>	<u>\$ 1351.00</u>
Sherry Terry, District Clerk	<u>12-7-12</u>	<u>\$ 2471.12</u>
DeLynn Trammell, JP Precinct #1	<u>12-4-12</u>	<u>\$ 8545.90</u>
George Keely, Sheriff	<u>12-3-12</u>	<u>\$ 4685.60</u>
Steve Dunn, Probation	<u>12-6-12</u>	<u>21,996.31</u>
J.R. Carpenter, Commissioner Precinct #1		
Robbie Wolf, Commissioner Precinct #2		
Randy Neal, Commissioner Precinct #3		
Billy Ray Thompson, Commissioner Precinct #4		
Jeanna Willhelm, Auditor Investment		
Eulonda Everest, Treasurer	<u>12-7-12</u>	<u>\$ 1,067,324.72</u>
Lee Wilson, Constable Pct # 2 <u>R. Carpenter</u>		

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 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

At 10:15 o'clock A.M., a motion was made by Commissioner Neal and seconded by Commissioner Thompson to recess until 2:00 o'clock P.M.; which motion became an order of the Court upon the following vote:

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

At 2:00 o'clock P.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 unpaid insurance claims. The Court then returned to open session at 3:45 o'clock P.M. with the following action being taken:

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to authorize Robert Scogin, Attorney at Law, to contact R H Administrators, Inc. in regard to non-payment of stop loss insurance claims; which motion became an order of the Court upon the following vote:

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

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 Wolf, Neal and Thompson
Noes: None
Absent: Commissioner Carpenter

MINUTES approved the_____day of_____, 20_____.

COUNTY CLERK