

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 23rd day of January, 2012, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

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

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the December, 2011 minutes; which motion became an order of the Court upon the following vote:

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

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

The Court heard presentation and request of Tammy Hernandez concerning Recreation Center at County Park in Kermit.

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

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 transfers for Winkler County Memorial Hospital:

LINE ITEM TRANSFERS						
DECEMBER 2011						
Account		2011	2011	2011	DECEMBER	
		ORIGINAL	CURRENT	BUDGET	INCREASE	DECREASE
		BUDGET	BUDGET	BALANCE		
NURSING ADMINISTRATOR						
3600-0010-0000	NURSING ADM - SALARY DIRECTOR	\$ 67,751.00	\$ 67,751.00	\$ 9,915.88		\$ 9,915.88
3600-0030-0000	NURSING ADM - SUPPLIES	\$ 1,500.00	\$ 1,500.00	\$ 1,691.17		\$ 1,691.17
3600-0053-0000	NURSING ADM - TWC EXP	\$ 34.00	\$ 34.00	\$ 6.29		\$ 6.29
3600-0055-0000	NURSING ADM - FICA EXP	\$ 5,183.00	\$ 5,183.00	\$ 42.97		\$ 42.97
3600-0057-0000	NURSING ADM - TCDSR EXP	\$ 8,049.00	\$ 8,049.00	\$ (422.40)	\$ 422.40	
3600-0059-0000	NURSING ADM - HOSP INS EXP	\$ 10,948.00	\$ 10,948.00	\$ (8.00)	\$ 8.00	
		\$ 93,465.00	\$ 93,465.00	\$ 11,225.91	\$ 430.40	\$ 11,656.31
NURSING FLOOR						
3601-0008-0000	NURSING - SALARIES/RN	\$ 285,985.00	\$ 347,511.00	\$ (2,396.99)	\$ 2,396.99	
3601-0009-0000	NURSING - SALARIES/LVN	\$ 190,328.00	\$ 143,652.89	\$ 17,586.15		\$ 17,586.15
3601-0010-0000	NURSING - SALARIES/OTHER	\$ 86,655.00	\$ 81,655.00	\$ 14,586.36		\$ 14,586.36
3601-0030-0000	NURSING - SUPPLIES	\$ 17,000.00	\$ 19,300.00	\$ 734.68		\$ 734.68
3601-0033-0000	NURSING - MEDICAL SUPPLIES	\$ 1,200.00	\$ -	\$ -		\$ -
3601-0045-0000	NURSING - PROF SERVICES	\$ 30,000.00	\$ 73,000.00	\$ 2,725.76		\$ 2,725.76
3601-0053-0000	NURSING - TWC EXP	\$ 281.00	\$ 297.00	\$ 63.73		\$ 63.73
3601-0055-0000	NURSING - FICA EXP	\$ 43,067.00	\$ 45,479.00	\$ 5,275.84		\$ 5,275.84
3601-0057-0000	NURSING - TCDSR EXP	\$ 61,748.00	\$ 60,493.00	\$ 3,014.02		\$ 3,014.02
3601-0059-0000	NURSING - HOSP INS EXP	\$ 131,374.00	\$ 118,697.11	\$ -		\$ -
		\$ 847,638.00	\$ 890,085.00	\$ 41,589.55	\$ 2,396.99	\$ 43,986.54
STAFF DEVELOPMENT						
3603-0010-0000	STAFF DEVEL - SALARY/DIRECTOR	\$ 31,526.00	\$ -	\$ -		\$ -
3603-0030-0000	STAFF DEVEL - SUPPLIES	\$ 2,000.00	\$ 3,000.00	\$ 210.82		\$ 210.82
3603-0053-0000	STAFF DEVEL - TWC EXP	\$ 16.00	\$ -	\$ -		\$ -
3603-0055-0000	STAFF DEVEL - FICA EXP	\$ 2,412.00	\$ -	\$ -		\$ -
3603-0057-0000	STAFF DEVEL - TCDSR EXP	\$ 3,745.00	\$ -	\$ -		\$ -
3603-0059-0000	STAFF DEVEL - HOSP INS EXP	\$ 10,948.00	\$ -	\$ -		\$ -
		\$ 50,647.00	\$ 3,000.00	\$ 210.82	\$ -	\$ 210.82
EMERGENCY ROOM						
3605-0008-0000	EMERGENCY RM - SALARIES/RN	\$ 314,665.00	\$ 280,556.00	\$ 15,942.11		\$ 15,942.11
3605-0009-0000	EMERGENCY RM - SALARIES/LVN	\$ 206,493.00	\$ 176,431.32	\$ 3,113.63		\$ 3,113.63
3605-0030-0000	EMERGENCY RM - SUPPLIES	\$ 20,000.00	\$ 47,500.00	\$ (9,881.31)	\$ 9,881.31	
3605-0033-0000	EMERGENCY RM - MEDICAL SUPPLY	\$ 15,000.00	\$ -	\$ -		\$ -
3605-0045-0000	EMERGENCY RM - RN PROF SERVICE	\$ 30,000.00	\$ 140,515.37	\$ (5,868.75)	\$ 5,868.75	
3605-0046-0000	EMERGENCY RM - MD PROF SERV	\$ 348,000.00	\$ 436,901.65	\$ (87,355.00)	\$ 87,355.00	
3605-0047-0000	EMERGENCY RM - DR DURING BTO5	\$ 28,000.00	\$ 5,620.00	\$ 260.00		\$ 260.00
3605-0053-0000	EMERGENCY RM - TWC EXP	\$ 261.00	\$ 261.00	\$ 111.75		\$ 111.75
3605-0055-0000	EMERGENCY RM - FICA EXP	\$ 39,869.00	\$ 31,869.00	\$ 995.63		\$ 995.63
3605-0057-0000	EMERGENCY RM - TCDSR EXP	\$ 61,914.00	\$ 46,914.00	\$ (1,294.28)	\$ 1,294.28	
3605-0059-0000	EMERGENCY RM - HOSP INS EXP	\$ 109,478.00	\$ 76,692.00	\$ -		\$ -
3605-5000-0001	EMERGENCY RM - RENTAL-COPIER	\$ 2,500.00	\$ 2,500.00	\$ (115.52)	\$ 115.52	
3605-5000-0002	EMERGENCY RM - T-SYSTEM	\$ 12,240.00	\$ 12,240.00	\$ (216.00)	\$ 216.00	
		\$ 1,188,420.00	\$ 1,258,000.34	\$ (84,307.74)	\$ 104,730.86	\$ 20,423.12
CENTRAL SUPPLY						
3606-0030-0000	C.S. - SUPPLIES	\$ 10,000.00	\$ 29,000.00	\$ (1,435.57)	\$ 1,435.57	
		\$ 10,000.00	\$ 29,000.00	\$ (1,435.57)	\$ 1,435.57	\$ -
LABORATORY						
3608-0010-0000	LABORATORY - SALARIES	\$ 195,884.00	\$ 187,100.35	\$ (5,460.08)	\$ 5,460.08	
3608-0030-0000	LABORATORY - SUPPLIES	\$ 274,124.00	\$ 281,124.00	\$ (58,037.23)	\$ 58,037.23	
3608-0031-0000	LAB COST OF BLOOD	\$ 15,000.00	\$ 6,600.00	\$ (601.00)	\$ 601.00	
3608-0045-0000	LABORATORY - PROF SERVICES	\$ 20,000.00	\$ 27,626.43	\$ (1,534.61)	\$ 1,534.61	
3608-0046-0000	LABORATORY - PROF SERV MD	\$ 7,200.00	\$ 9,300.00	\$ 700.00		\$ 700.00
3608-0053-0000	LABORATORY - TWC EXP	\$ 98.00	\$ 98.00	\$ 16.33		\$ 16.33
3608-0055-0000	LABORATORY - FICA EXP	\$ 14,985.00	\$ 14,985.00	\$ 547.93		\$ 547.93
3608-0057-0000	LABORATORY - TCDSR EXP	\$ 23,271.00	\$ 21,271.00	\$ 1,548.33		\$ 1,548.33
3608-0059-0000	LABORATORY - HOSP INS EXP	\$ 32,843.00	\$ 30,129.00	\$ -		\$ -
3608-5000-0001	LABORATORY - MAIN - COAGUATION	\$ -	\$ 3,708.00	\$ 463.00		\$ 463.00
3608-5000-0002	LABORATORY - MAIN - LABPACK	\$ -	\$ 2,460.00	\$ 818.00		\$ 818.00

LINE ITEM TRANSFERS						
DECEMBER 2011						
Account		2011	2011	2011	DECEMBER	
		ORIGINAL	CURRENT	BUDGET	INCREASE	DECREASE
		BUDGET	BUDGET	BALANCE		
3608-5000-0003	LABORATORY - MAIN - MICROSCAN	\$ -	\$ 7,908.00	\$ 819.44		\$ 819.44
3608-5000-0004	LABORATORY - MAIN - WASTE WATER	\$ -	\$ 3,276.00	\$ -		
3608-5000-0005	LABORATORY - MAIN - HEMATOLOGY	\$ -	\$ 6,800.00	\$ 1,191.10		\$ 1,191.10
3608-5000-0006	LABORATORY - MAIN - CLINITEK	\$ -	\$ 1,200.00	\$ 4.00		\$ 4.00
		\$ 583,405.00	\$ 603,585.78	\$ (59,524.79)	\$ 65,632.92	\$ 6,108.13
RADIOLOGY						
3610-0010-0000	RADIOLOGY - SALARY	\$ 177,134.00	\$ 177,134.00	\$ (10,865.58)	\$ 10,865.58	
3610-0030-0000	RADIOLOGY - SUPPLIES	\$ 10,000.00	\$ 7,192.45	\$ (9,161.22)	\$ 9,161.22	
3610-0045-0000	RADIOLOGY - PROF SERV	\$ 800.00	\$ 6,800.00	\$ (1,592.98)	\$ 1,592.98	
3610-0046-0000	RADIOLOGY - PROF SERV READ FEE	\$ 40,000.00	\$ 41,000.00	\$ (7,586.00)	\$ 7,586.00	
3610-0053-0000	RADIOLOGY - TWC EXP	\$ 93.00	\$ 93.00	\$ 7.72		\$ 7.72
3610-0055-0000	RADIOLOGY - FICA EXP	\$ 14,288.00	\$ 14,288.00	\$ (340.36)	\$ 340.36	
3610-0057-0000	RADIOLOGY - TCDRS EXP	\$ 22,189.00	\$ 22,189.00	\$ (280.21)	\$ 280.21	
3610-0059-0000	RADIOLOGY - HOSP INS EXP	\$ 32,843.00	\$ 32,843.00	\$ (25.00)	\$ 25.00	
3610-5000-0001	RADIOLOGY - MAIN AGREE - KODAK CR975	\$ -	\$ 15,691.00	\$ 0.40		\$ 0.40
3610-5000-0002	RADIOLOGY - MAIN AGREE - MOBIL X-RAY	\$ -	\$ 1,307.55	\$ 1,307.55		\$ 1,307.55
3610-5000-0003	RADIOLOGY - MAIN AGREE - CT SCANNER	\$ -	\$ 65,928.00	\$ (2,210.01)	\$ 2,210.01	
3610-5000-0004	RADIOLOGY - MAIN AGREE - T-RAD	\$ -	\$ 8,556.47	\$ 289.99		\$ 289.99
		\$ 297,347.00	\$ 393,022.47	\$ (30,455.70)	\$ 32,061.36	\$ 1,605.66
PHARMACY						
3612-0009-0000	PHARMACY - SALARIES - LVN	\$ 45,726.00	\$ 35,726.00	\$ 671.90		\$ 671.90
3612-0010-0000	PHARMACY - SALARY - TECH	\$ 26,326.00	\$ 26,326.00	\$ (511.80)	\$ 511.80	
3612-0020-0000	PHARMACY - SALARY - PHARMACIST	\$ 55,683.00	\$ 55,683.00	\$ 79.58		\$ 79.58
3612-0030-0000	PHARMACY - SUPPLIES	\$ 2,000.00	\$ 4,000.00	\$ (29,569.55)	\$ 29,569.55	
3612-0031-0000	PHARMACY - DRUG COST	\$ 75,000.00	\$ 84,939.20	\$ (1,658.94)	\$ 1,658.94	
3612-0045-0000	PHARMACY - PROF SERVICES		\$ 7,610.80	\$ 4.80		\$ 4.80
3612-0053-0000	PHARMACY - TWC EXP	\$ 64.00	\$ 64.00	\$ 17.96		\$ 17.96
3612-0055-0000	PHARMACY - FICA EXP	\$ 9,772.00	\$ 9,772.00	\$ 845.35		\$ 845.35
3612-0059-0000	PHARMACY - TCDRS EXP	\$ 15,175.00	\$ 15,175.00	\$ 1,359.62		\$ 1,359.62
3612-0057-0000	PHARMACY - HOSP INS EXP	\$ 21,896.00	\$ 20,999.00	\$ (913.00)	\$ 913.00	
3612-5000-0001	PHARMACY - MAIN - PYXIS	\$ -	\$ 6,336.00	\$ 969.80		\$ 969.80
3612-5000-0002	PHARMACY - RENTAL - PYXIS	\$ 20,808.00	\$ 17,808.00	\$ (1,266.00)	\$ 1,266.00	
3612-5000-0003	PHARMACY - MAIN - CROWN	\$ 5,600.00	\$ 8,600.00	\$ 2,117.00		\$ 2,117.00
		\$ 278,050.00	\$ 293,039.00	\$ (27,853.28)	\$ 33,919.29	\$ 6,066.01
RESPIRATORY THERAPY						
3613-0010-0000	RESP THERAPY - SALARY	\$ 124,395.00	\$ 91,882.00	\$ -		
3613-0030-0000	RESP THERAPY - SUPPLIES	\$ 16,000.00	\$ 9,500.00	\$ (3,423.88)	\$ 3,423.88	
3613-0031-0000	RESP THERAPY - OXYGEN	\$ 6,000.00	\$ 6,000.00	\$ (332.10)	\$ 332.10	
3613-0045-0000	RESP THERAPY - PROF SERVICES		\$ 11,885.88	\$ (4,264.12)	\$ 4,264.12	
3613-0053-0000	RESP THERAPY - TWC EXP	\$ 62.00	\$ 39.09	\$ -		
3613-0055-0000	RESP THERAPY - FICA EXP	\$ 9,516.00	\$ 6,837.42	\$ -		
3613-0057-0000	RESP THERAPY - TCDRS EXP	\$ 14,778.00	\$ 11,131.72	\$ -		
3613-0059-0000	RESP THERAPY - HOSP INS EXP	\$ 21,896.00	\$ 16,434.00	\$ -		
3613-5000-0001	RESP THERAPY - RENTAL-CYLINDER	\$ 624.00	\$ 3,624.00	\$ 220.44		\$ 220.44
3613-5000-0002	RESP THERAPY - RENTAL-AIRGAS	\$ 13,000.00	\$ 14,000.00	\$ 969.76		\$ 969.76
3613-5000-0003	RESP THERAPY - RADIOMETER	\$ -	\$ 2,200.00	\$ 58.50		\$ 58.50
		\$ 206,271.00	\$ 173,534.11	\$ (6,771.40)	\$ 8,020.10	\$ 1,248.70
PHYSICAL THERAPY						
3614-0010-0000	PHYS THERAPY - SALARY	\$ 9,640.00	\$ 9,640.00	\$ 387.62		\$ 387.62
3614-0030-0000	PHYS THERAPY - SUPPLIES	\$ 2,900.00	\$ 2,900.00	\$ (2,032.02)	\$ 2,032.02	
3614-0033-0000	PHYS THERAPY - MEDICAL SUPPLY	\$ 500.00	\$ 500.00	\$ 475.78		\$ 475.78
3614-0045-0000	PHYS THERAPY - PROF SERVICES	\$ 115,000.00	\$ 106,000.00	\$ 4,580.00		\$ 4,580.00
3614-0059-0000	PHYS THERAPY - HOSP INS EXP	\$ -	\$ -	\$ -		
		\$ 128,040.00	\$ 119,040.00	\$ 3,411.38	\$ 2,032.02	\$ 5,443.40
ADMINISTRATIVE SERVICES						
3615-0010-0000	ADMIN-SALARY/ADMINISTRATOR	\$ 89,496.00	\$ -	\$ -		
3615-0030-0000	ADMIN-SUPPLIES	\$ 2,000.00	\$ 3,325.00	\$ 1,445.70		\$ 1,445.70
3615-0032-0000	ADMIN-PROF SERVICE	\$ -	\$ 309,347.00	\$ (22,653.47)	\$ 22,653.47	
3615-0040-0000	ADMIN-TELEPHONE	\$ 36,000.00	\$ 31,300.00	\$ 2,542.27		\$ 2,542.27
3615-0045-0000	ADMIN-PROF SERVICES-RECRUIT	\$ -	\$ 29,219.55	\$ (13,150.00)	\$ 13,150.00	

LINE ITEM TRANSFERS						
DECEMBER 2011						
Account		2011	2011	2011	DECEMBER	
		ORIGINAL	CURRENT	BUDGET	INCREASE	DECREASE
		BUDGET	BUDGET	BALANCE		
3615-0046-0000	ADMIN-MD - PROF - IP & TR	\$ 54,200.00	\$ 16,528.23	\$ 7,683.52		\$ 7,683.52
3615-0047-0000	ADMIN-LEGAL	\$ 3,000.00	\$ 10,151.20	\$ (50.00)	\$ 50.00	
3615-0053-0000	ADMIN-TWC EXP	\$ 45.00	\$ -	\$ -		
3615-0055-0000	ADMIN-FICA EXP	\$ 6,846.00	\$ -	\$ -		
3615-0057-0000	ADMIN-TCDRS EXP	\$ 10,632.00	\$ -	\$ -		
3615-0059-0000	ADMIN-HOSP INS EXP	\$ 10,948.00	\$ -	\$ -		
3615-0070-0000	ADMIN-EDUCATIONAL TRAVEL- EMPLOYEE	\$ 15,000.00	\$ 14,202.24	\$ -		
3615-0072-0000	ADMIN-EDUCATIONAL TRAVEL-PHYSICIAN	\$ 20,000.00	\$ 6,752.80	\$ (210.00)	\$ 210.00	
3615-0092-0000	ADMIN-ADVERTISING	\$ 3,000.00	\$ 2,475.87	\$ (151.55)	\$ 151.55	
3615-0100-0000	ADMIN-POSTAGE	\$ -	\$ 30.00	\$ 30.00		\$ 30.00
3615-0102-0000	ADMIN-RENT EXPENSE			\$ (442,276.00)		
3615-0104-0000	ADMIN-DUES & SUBSCRIPTIONS	\$ 3,000.00	\$ 12,263.26	\$ 146.00		\$ 146.00
3615-0105-0000	ADMIN-AUDIT & OUTSIDE ACCTING	\$ 30,000.00	\$ 39,500.00	\$ 956.20		\$ 956.20
3615-0455-0000	ADMIN-INTEREST		\$ 1,582.42	\$ 1,582.42		\$ 1,582.42
3615-5000-0001	MAINT AGREE - PEST CONTROL	\$ -	\$ -	\$ -		
3615-0214-0000	ADMIN-EMP ENRICHMENT FUND	\$ 4,326.00	\$ 2,989.52	\$ 2,989.52		\$ 2,989.52
		\$ 288,493.00	\$ 479,667.09	\$ (461,115.39)	\$ 36,215.02	\$ 17,375.63
INSURANCE						
3616-0048-0000	INSURANCE - BUILDINGS	\$ 83,000.00	\$ 79,000.00	\$ 295.77		\$ 295.77
3616-0049-0000	INSURANCE - LIABILITY	\$ 27,887.00	\$ 27,887.00	\$ 6,761.90		\$ 6,761.90
		\$ 110,887.00	\$ 106,887.00	\$ 7,057.67	\$ -	\$ 7,057.67
BUSINESS OFFICE						
3617-0010-0000	BUSINESS OFF - SALARY	\$ 185,313.00	\$ 257,602.00	\$ 17,137.68		\$ 17,137.68
3617-0030-0000	BUSINESS OFF - SUPPLIES	\$ 8,000.00	\$ 19,000.00	\$ 1,879.38		\$ 1,879.38
3617-0046-0000	BUSINESS OFF - DATA PROCESSING	\$ 13,000.00	\$ 10,000.00	\$ 3,509.87		\$ 3,509.87
3617-0053-0000	BUSINESS OFF - TWC EXP	\$ 93.00	\$ 139.00	\$ 52.53		\$ 52.53
3617-0055-0000	BUSINESS OFF - FICA EXP	\$ 14,176.00	\$ 19,236.00	\$ 1,598.59		\$ 1,598.59
3617-0057-0000	BUSINESS OFF - TCDCRS EXP	\$ 22,015.00	\$ 25,979.00	\$ 1,379.77		\$ 1,379.77
3617-0059-0000	BUSINESS OFF - HOSP INS EXP	\$ 87,583.00	\$ 91,491.29	\$ 1,248.52		\$ 1,248.52
3617-0060-0000	BUSINESS OFF - CREDIT CARD FEES	\$ 3,000.00	\$ 3,000.00	\$ 498.83		\$ 498.83
3617-0100-0000	BUSINESS OFF - POSTAGE	\$ 20,000.00	\$ 18,000.00	\$ 3,943.64		\$ 3,943.64
3617-0106-0000	BUSINESS OFF - COLLECT AGENT EXP	\$ 30,000.00	\$ 30,000.00	\$ 3,115.93		\$ 3,115.93
3617-0454-0000	BUSINESS OFF - CASH SHORT/OVER	\$ 50.00	\$ 50.00	\$ 50.00		\$ 50.00
3617-5000-0001	BUSINESS OFF - SERVICE - AVAILITY	\$ 240.00	\$ 240.00	\$ 204.32		\$ 204.32
3617-5000-0002	BUSINESS OFF - SERVICE - IVANS	\$ 984.00	\$ 2,134.00	\$ 1.61		\$ 1.61
3617-5000-0003	BUSINESS OFF - RENTAL - COPIER	\$ 6,830.00	\$ 6,830.00	\$ 2,495.81		\$ 2,495.81
3617-5000-0004	BUSINESS OFF - RENTAL - MEDIFAX	\$ 3,600.00	\$ 3,600.00	\$ 1,587.28		\$ 1,587.28
3617-5000-0005	BUSINESS OFF - RENTAL - MEDTRAN	\$ -	\$ 10,600.00	\$ 260.00		\$ 260.00
3617-5000-0006	BUSINESS OFF - RENTAL - ETACTICS	\$ -	\$ 4,696.00	\$ 477.92		\$ 477.92
		\$ 394,884.00	\$ 502,597.29	\$ 39,441.68	\$ -	\$ 39,441.68
DIETARY						
3618-0010-0000	DIETARY - SALARY	\$ 118,755.00	\$ 108,755.00	\$ 5,845.07		\$ 5,845.07
3618-0030-0000	DIETARY - SUPPLIES	\$ 20,000.00	\$ 14,040.00	\$ 1,377.28		\$ 1,377.28
3618-0031-0000	DIETARY - COST OF RAW FOOD	\$ 90,000.00	\$ 105,000.00	\$ (6,662.23)	\$ 6,662.23	
3618-0032-0000	DIETARY - PURCHASED SERVICES	\$ 7,200.00	\$ 6,700.00	\$ 20.00		\$ 20.00
3618-0033-0000	DIETARY - EQUIPMENT	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00
3618-0053-0000	DIETARY - TWC EXP	\$ 59.00	\$ 59.00	\$ 19.31		\$ 19.31
3618-0055-0000	DIETARY - FICA EXP	\$ 9,085.00	\$ 9,085.00	\$ 1,313.71		\$ 1,313.71
3618-0057-0000	DIETARY - TCDCRS EXP	\$ 14,108.00	\$ 12,108.00	\$ 779.70		\$ 779.70
3618-0059-0000	DIETARY - HOSP INS EXP	\$ 54,739.00	\$ 49,739.00	\$ 433.84		\$ 433.84
3618-0060-0000	DIETARY-MOW-KITCHEN		\$ 500.00	\$ (11.11)	\$ 11.11	
3618-0061-0000	DIETARY-MOW-CLEANING SUPPLIES		\$ 4,510.00	\$ 3,678.85		\$ 3,678.85
3618-0062-0000	DIETARY-MOW-PACKAGING SUPPLIES		\$ 7,500.00	\$ 396.53		\$ 396.53
3618-5000-0001	DIETARY - RENTAL - DISHWASHER	\$ 2,388.00	\$ 2,388.00	\$ 519.60		\$ 519.60
		\$ 318,834.00	\$ 321,884.00	\$ 9,210.55	\$ 6,673.34	\$ 15,883.89
HOUSEKEEPING						
3619-0010-0000	HOUSEKEEPING - SALARY	\$ 59,653.00	\$ 59,653.00	\$ (450.05)	\$ 450.05	
3619-0030-0000	HOUSEKEEPING - SUPPLIES	\$ 20,000.00	\$ 22,000.00	\$ (914.04)	\$ 914.04	
3619-0053-0000	HOUSEKEEPING - TWC EXP	\$ 30.00	\$ 30.00	\$ 6.02		\$ 6.02
3619-0055-0000	HOUSEKEEPING - FICA EXP	\$ 4,563.00	\$ 4,563.00	\$ 6.53		\$ 6.53

LINE ITEM TRANSFERS						
DECEMBER 2011						
Account		2011	2011	2011	DECEMBER	
		ORIGINAL	CURRENT	BUDGET	INCREASE	DECREASE
		BUDGET	BUDGET	BALANCE		
3619-0057-0000	HOUSEKEEPING - TCDRS EXP	\$ 7,087.00	\$ 7,087.00	\$ (33.90)	\$ 33.90	
3619-0059-0000	HOUSEKEEPING - HOSP INS EXP	\$ 32,843.00	\$ 32,843.00	\$ (25.00)	\$ 25.00	
		\$ 124,176.00	\$ 126,176.00	\$ (1,410.44)	\$ 1,422.99	\$ 12.55
MEDICAL RECORDS						
3621-0010-0000	MEDICAL RECORDS - SALARY	\$ 91,472.00	\$ 91,472.00	\$ (3,306.36)	\$ 3,306.36	
3621-0030-0000	MEDICAL RECORDS - SUPPLIES	\$ 5,500.00	\$ 5,500.00	\$ 566.48		\$ 566.48
3621-0031-0000	MEDICAL RECORDS - EQUIPMENT	\$ 450.00	\$ 450.00	\$ 450.00		\$ 450.00
3621-0045-0000	MEDICAL RECORDS - PROF SERVICE	\$ 16,000.00	\$ 23,000.00	\$ 1,556.59		\$ 1,556.59
3621-0053-0000	MEDICAL RECORDS - TWC EXP	\$ 46.00	\$ 46.00	\$ 3.53		\$ 3.53
3621-0055-0000	MEDICAL RECORDS - FICA EXP	\$ 6,998.00	\$ 6,998.00	\$ (155.79)	\$ 155.79	
3621-0057-0000	MEDICAL RECORDS - TCDRS EXP	\$ 10,867.00	\$ 10,867.00	\$ (368.41)	\$ 368.41	
3621-0059-0000	MEDICAL RECORDS - HOSP INS EXP	\$ 32,843.00	\$ 32,843.00	\$ (25.00)	\$ 25.00	
3621-5000-0001	MEDICAL RECORDS - RENTAL COPIER	\$ 3,674.00	\$ 3,674.00	\$ 1,059.49		\$ 1,059.49
		\$ 167,850.00	\$ 174,850.00	\$ (219.47)	\$ 3,855.56	\$ 3,636.09
MAINTENANCE						
3622-0010-0000	MAINTENANCE - SALARY	\$ 50,892.00	\$ 30,892.00	\$ 4,860.67		\$ 4,860.67
3622-0030-0000	MAINTENANCE - SUPPLIES	\$ 1,000.00	\$ 1,000.00	\$ 891.28		\$ 891.28
3622-0050-0000	MAINTENANCE - UTILITIES	\$ 132,000.00	\$ 132,000.00	\$ (2,755.77)	\$ 2,755.77	
3622-0053-0000	MAINTENANCE - TWC EXP	\$ 25.00	\$ 25.00	\$ 14.28		\$ 14.28
3622-0055-0000	MAINTENANCE - FICA EXP	\$ 3,893.00	\$ 3,893.00	\$ 1,915.35		\$ 1,915.35
3622-0057-0000	MAINTENANCE - TCDRS EXP	\$ 6,046.00	\$ 4,046.00	\$ 963.82		\$ 963.82
3622-0059-0000	MAINTENANCE - HOSP INS EXP	\$ 21,896.00	\$ 15,396.00	\$ 4,440.00		\$ 4,440.00
3622-0090-0000	MAINTENANCE - REPAIRS/CONT	\$ 5,000.00	\$ 5,000.00	\$ 4,570.50		\$ 4,570.50
3622-0091-0000	MAINTENANCE - REPAIRS - EQUIPMENT	\$ 28,000.00	\$ 48,500.00	\$ (2,914.58)	\$ 2,914.58	
3622-5000-0001	MAINT - SERVICE - FIRE SYSTEM	\$ 6,000.00	\$ 432.00	\$ 132.00		\$ 132.00
3622-5000-0002	MAINT - SERVICE - FIRE ALARM	\$ -	\$ 5,308.00	\$ 76.50		\$ 76.50
3622-5000-0003	MAINT - SERVICE - FIRE EXTINGUISHER	\$ -	\$ 60.00	\$ -		\$ -
3622-5000-0004	MAINT - MAINT - GENERATOR	\$ 1,000.00	\$ 7,000.00	\$ 5,483.00		\$ 5,483.00
3622-5000-0005	MAINT - SERVICE - PEST CONTROL	\$ 3,500.00	\$ 2,250.00	\$ 200.00		\$ 200.00
3622-5000-0006	MAINT - MAINT - HEATING & AIR	\$ 24,000.00	\$ 39,000.00	\$ (5,390.33)	\$ 5,390.33	
3622-5000-0007	MAINT - SERVICE - ELECTRICAL	\$ 7,000.00	\$ -	\$ -		\$ -
3622-5000-0008	MAINT - SERVICE - WASTE PICKUP	\$ 12,000.00	\$ 18,300.00	\$ 1,187.00		\$ 1,187.00
3622-5000-0009	NURSING - MAIN - TELEMETRY	\$ 7,227.00	\$ -	\$ -		\$ -
3622-5000-0010	LABORATORY - MAIN - COAGUATION	\$ 3,708.00	\$ -	\$ -		\$ -
3622-5000-0011	LABORATORY - MAIN - LABPACK	\$ 2,460.00	\$ -	\$ -		\$ -
3622-5000-0012	LABORATORY - MAIN - MICROSCAN	\$ 3,708.00	\$ -	\$ -		\$ -
3622-5000-0013	LABORATORY - MAIN - WASTE WATER	\$ 3,276.00	\$ -	\$ -		\$ -
3622-5000-0014	LABORATORY - MAIN - HEMATOLOGY	\$ 6,800.00	\$ -	\$ -		\$ -
3622-5000-0015	RADIOLOGY - MAIN AGREE - KODAK CR975	\$ 15,691.00	\$ -	\$ -		\$ -
3622-5000-0016	RADIOLOGY - MAIN AGREE - MOBIL X-RAY	\$ 1,000.00	\$ -	\$ -		\$ -
3622-5000-0017	RADIOLOGY - MAIN AGREE - CT SCANNER	\$ 65,928.00	\$ -	\$ -		\$ -
3622-5000-0018	RADIOLOGY - MAIN AGREE - T-RAD	\$ 10,000.00	\$ -	\$ -		\$ -
3622-5000-0019	PHARMACY - MAIN - PYXIS	\$ 3,336.00	\$ -	\$ -		\$ -
3622-5000-0020	PHARMACY - MAINT - IV HOOD	\$ 3,000.00	\$ -	\$ -		\$ -
		\$ 428,386.00	\$ 313,102.00	\$ 13,673.72	\$ 11,060.68	\$ 24,734.40
PURCHASING/ACCOUNTS PAYABLE						
3623-0010-0000	PURCHASING - SALARY	\$ 31,603.00	\$ 31,603.00	\$ 1,095.97		\$ 1,095.97
3623-0030-0000	PURCHASING - SUPPLIES	\$ 1,000.00	\$ 1,300.00	\$ 71.59		\$ 71.59
3623-0053-0000	PURCHASING - TWC EXP	\$ 16.00	\$ 16.00	\$ 6.47		\$ 6.47
3623-0055-0000	PURCHASING - FICA EXP	\$ 2,418.00	\$ 2,418.00	\$ 84.19		\$ 84.19
3623-0057-0000	PURCHASING - TCDRS EXP	\$ 3,754.00	\$ 3,754.00	\$ 138.23		\$ 138.23
3623-0059-0000	PURCHASING - HOSP INS EXP	\$ 10,948.00	\$ 10,948.00	\$ (8.00)	\$ 8.00	
3623-5000-0001	PURCHASING - RENTAL - COPIER	\$ 743.00	\$ 743.00	\$ 62.21		\$ 62.21
		\$ 50,482.00	\$ 50,782.00	\$ 1,450.66	\$ 8.00	\$ 1,458.66
HUMAN RESOURCES						
3624-0010-0000	HUMAN RESRC - SALARY	\$ 28,840.00	\$ 28,840.00	\$ 417.53		\$ 417.53
3624-0030-0000	HUMAN RESRC - SUPPLIES	\$ 1,000.00	\$ 1,000.00	\$ 105.64		\$ 105.64
3624-0045-0000	HUMAN RESRC - PROF SERVICES	\$ 300.00	\$ 300.00	\$ (5.00)	\$ 5.00	
3624-0053-0000	HUMAN RESRC - TWC EXP	\$ 14.00	\$ 14.00	\$ 1.26		\$ 1.26
3624-0055-0000	HUMAN RESRC - FICA EXP	\$ 2,206.00	\$ 2,206.00	\$ 57.49		\$ 57.49

LINE ITEM TRANSFERS						
DECEMBER 2011						
Account		2011	2011	2011	DECEMBER	
		ORIGINAL	CURRENT	BUDGET	INCREASE	DECREASE
		BUDGET	BUDGET	BALANCE		
3624-0057-0000	HUMAN RESRC - TCDRS EXP	\$ 3,426.00	\$ 3,426.00	\$ 57.46		\$ 57.46
3624-0059-0000	HUMAN RESRC - HOSP INS EXP	\$ 10,948.00	\$ 10,948.00	\$ (8.00)	\$ 8.00	
		\$ 46,734.00	\$ 46,734.00	\$ 621.38	\$ 13.00	\$ 634.38
LAUNDRY						
3625-0010-0000	LAUNDRY - SALARY	\$ 29,061.00	\$ 28,161.00	\$ 1,245.03		\$ 1,245.03
3625-0030-0000	LAUNDRY - SUPPLIES	\$ 4,000.00	\$ 2,500.00	\$ 10.59		\$ 10.59
3625-0031-0000	LAUNDRY - COST OF LINENS	\$ 5,000.00	\$ 6,900.00	\$ 77.50		\$ 77.50
3625-0053-0000	LAUNDRY - TWC EXP	\$ 15.00	\$ 15.00	\$ 3.19		\$ 3.19
3625-0055-0000	LAUNDRY - FICA EXP	\$ 2,223.00	\$ 2,223.00	\$ 196.97		\$ 196.97
3625-0057-0000	LAUNDRY - TCDRS EXP	\$ 3,452.00	\$ 3,452.00	\$ 261.99		\$ 261.99
3625-0059-0000	LAUNDRY - HOSP INS EXP	\$ 10,948.00	\$ 10,948.00	\$ (8.00)	\$ 8.00	
		\$ 54,699.00	\$ 54,199.00	\$ 1,787.27	\$ 8.00	\$ 1,795.27
DEPRECIATION						
3626-0080-0000	CAPITAL EXP - EQUIPMENT			\$ -		
3627-1000-0000	DEPRECIATION EXP - EQUIPMENT	\$ 34,000.00	\$ 29,000.00	\$ 20,125.20		\$ 20,125.20
3627-1500-0000	DEPRECIATION EXP - LEASED EQUIP	\$ 195,000.00	\$ 195,000.00	\$ 362.46		\$ 362.46
3627-2000-0000	DEPRECIATION EXP - BUILDING	\$ 1,700.00	\$ 1,700.00	\$ 86.77		\$ 86.77
		\$ 230,700.00	\$ 225,700.00	\$ 20,574.43		\$ 20,574.43
DIRECTOR OF PERFORMANCE IMPROVEMENT						
3628-0010-0000	DIRECTOR OF PI - SALARIES	\$ 71,029.00	\$ 71,029.00	\$ 3,799.16		\$ 3,799.16
3628-0030-0000	DIRECTOR OF PI - SUPPLIES	\$ 600.00	\$ 600.00	\$ (173.23)	\$ 173.23	
3628-0031-0000	DIRECTOR OF PI - PEER REVIEW	\$ 7,200.00	\$ 7,275.00	\$ (1,206.00)	\$ 1,206.00	
3628-0032-0000	DIRECTOR OF PI - HDI	\$ -	\$ 7,700.00	\$ -		
3628-0053-0000	DIRECTOR OF PI - TWC	\$ 36.00	\$ 36.00	\$ 6.72		\$ 6.72
3628-0055-0000	DIRECTOR OF PI - FICA	\$ 5,434.00	\$ 5,434.00	\$ 451.58		\$ 451.58
3628-0057-0000	DIRECTOR OF PI - TCDRS EXP	\$ 8,438.00	\$ 8,438.00	\$ 470.73		\$ 470.73
3628-0059-0000	DIRECTOR OF PI - HOSP INS EXP	\$ 10,948.00	\$ 10,948.00	\$ (8.00)	\$ 8.00	
		\$ 103,685.00	\$ 111,460.00	\$ 3,340.96	\$ 1,387.23	\$ 4,728.19
PAYROLL EXPENSE						
3629-0052-0000	PAYROLL EXP - W/COMP	\$ 57,916.00	\$ 13,626.00	\$ 14,756.22		\$ 14,756.22
3629-0055-0000	PAYROLL EXP - FICA			\$ (0.05)	\$ 0.05	
		\$ 57,916.00	\$ 13,626.00	\$ 14,756.17	\$ 0.05	\$ 14,756.22
RURAL HEALTH CLINIC						
3631-0008-0000	RHC - SALARY/RN	\$ 67,243.00	\$ -	\$ -		
3631-0009-0000	RHC - SALARY/LVN	\$ 63,053.00	\$ 130,296.00	\$ (6,379.78)	\$ 6,379.78	
3631-0010-0000	RHC - SALARY/OTHER	\$ 104,211.00	\$ 64,211.00	\$ 7,927.93		\$ 7,927.93
3631-0020-0000	RHC - SALARY/MIDLEVEL PRACTITION	\$ 88,706.00	\$ 213,706.00	\$ 15,822.58		\$ 15,822.58
3631-0030-0000	RHC - SUPPLIES	\$ 12,000.00	\$ 16,500.00	\$ 7,436.68		\$ 7,436.68
3631-0031-0000	RHC - COST OF DRUGS	\$ 18,000.00	\$ 20,500.00	\$ 133.33		\$ 133.33
3631-0040-0000	RHC - TELEPHONE	\$ 6,000.00	\$ 6,000.00	\$ 473.66		\$ 473.66
3631-0045-0000	RHC - PROFESSIONAL SERVICES	\$ 3,000.00	\$ 2,500.00	\$ 1,874.00		\$ 1,874.00
3631-0046-0000	RHC - PROF SERVICES PHYSICIAN	\$ 685,790.00	\$ 435,790.00	\$ 3,675.43		\$ 3,675.43
3631-0050-0000	RHC - UTILITIES	\$ 9,000.00	\$ 9,000.00	\$ 107.27		\$ 107.27
3631-0053-0000	RHC - TWC EXP	\$ 162.00	\$ 162.00	\$ (14.80)	\$ 14.80	
3631-0055-0000	RHC - FICA EXP	\$ 24,726.00	\$ 26,726.00	\$ (2,709.81)	\$ 2,709.81	
3631-0057-0000	RHC - TCDRS EXP	\$ 38,398.00	\$ 34,398.00	\$ (1,364.49)	\$ 1,364.49	
3631-0059-0000	RHC - HOSP INS EXP	\$ 98,530.00	\$ 92,530.00	\$ 14,917.10		\$ 14,917.10
3631-0090-0000	RHC - MAINTENANCE	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
3631-0092-0000	RHC - ADVERTISING	\$ 7,000.00	\$ 2,000.00	\$ 1,994.00		\$ 1,994.00
3631-0104-0000	RHC - DUES & SUBSCRIPTIONS	\$ 300.00	\$ 300.00	\$ 300.00		\$ 300.00
3631-5000-0001	RHC - RENTAL - COPIER	\$ 2,973.00	\$ 2,973.00	\$ 1,592.99		\$ 1,592.99
		\$ 1,239,092.00	\$ 1,067,592.00	\$ 55,786.09	\$ 10,468.88	\$ 66,254.97
COMPUTER TECH						
3632-0010-0000	COMPUTER TECH-SALARY	\$ 45,367.00	\$ 45,367.00	\$ 104.70		\$ 104.70
3632-0030-0000	COMPUTER TECH-SUPPLIES	\$ 1,500.00	\$ 4,922.92	\$ (853.12)	\$ 853.12	
3632-0053-0000	COMPUTER TECH-TWC EXP	\$ 23.00	\$ 23.00	\$ 15.22		\$ 15.22
3632-0055-0000	COMPUTER TECH-FICA EXP	\$ 3,471.00	\$ 3,471.00	\$ 227.33		\$ 227.33
3632-0057-0000	COMPUTER TECH-TCDRS EXP	\$ 5,390.00	\$ 5,190.00	\$ 240.84		\$ 240.84
3632-0059-0000	COMPUTER TECH-HOSP INS EXP	\$ 10,948.00	\$ 10,948.00	\$ (15.06)	\$ 15.06	
3632-5000-0001	IT - MAINT - SERVER	\$ 2,880.00	\$ 2,880.00	\$ 2,547.50		\$ 2,547.50

LINE ITEM TRANSFERS						
DECEMBER 2011						
Account		2011	2011	2011	DECEMBER	
		ORIGINAL	CURRENT	BUDGET	INCREASE	DECREASE
		BUDGET	BUDGET	BALANCE		
3632-5000-0003	IT - SERVICE - T-1 LINE	\$ 14,000.00	\$ 14,000.00	\$ 4,242.60		\$ 4,242.60
3632-5000-0004	IT - SERVICE - SECURITY ACCESS	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00		\$ 169.53
		\$ 84,879.00	\$ 88,101.92	\$ 7,810.01	\$ 868.18	\$ 7,547.72
ADMISSIONS						
3639-0010-0000	ADMISSIONS - SALARY	\$ 92,289.00	\$ -	\$ -		
3639-0030-0000	ADMISSIONS - SUPPLIES	\$ 5,000.00	\$ -	\$ -		
3639-0053-0000	ADMISSIONS - TWC EXP	\$ 46.00	\$ -	\$ -		
3639-0055-0000	ADMISSIONS - FICA EXP	\$ 7,060.00	\$ -	\$ -		
3639-0057-0000	ADMISSIONS - TCDRS EXP	\$ 10,964.00	\$ -	\$ -		
3639-0059-0000	ADMISSIONS - HOSP INS EXP	\$ 43,791.00	\$ -	\$ -		
		\$ 159,150.00	\$ -	\$ -		
INTEREST ON EQUIPMENT						
3640-0455-0000	INTEREST ON EQUIPMENT	\$ 29,000.00	\$ 29,000.00	\$ 3,374.09		\$ -
		\$ 29,000.00	\$ 29,000.00	\$ 3,374.09	\$ -	\$ -
SWING BED PROGRAM						
3633-0045-0000	SWING BED - PROF SERVICES	\$ 1,240.00	\$ 6,240.00	\$ 2,540.00		\$ -
		\$ 1,240.00	\$ 6,240.00	\$ 2,540.00	\$ -	\$ -
TOTAL						
		\$ 7,574,370.00	\$ 7,574,370.00	\$ (435,231.44)	\$ 322,640.44	\$ 322,640.44
		\$ 7,574,370.00	\$ 7,574,370.00	\$ (435,231.44)	\$ -	\$ 0.00
		\$ -	\$ (0.00)	\$ (0.00)		
		\$ -	\$ -	\$ (0.00)		

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 request of WesTex Community Credit Union to use Recreation Center in the County Park in Kermit for annual meeting on Saturday, February 25, 2012; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Sheriff to hire jailer for Winkler County Law Enforcement Center to fill vacancy; which motion became an order of the Court upon the following vote:

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

Following discussion, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to table food budget at Winkler County Law Enforcement Center; 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 Sheriff to purchase gun for jailers in the approximate amount of \$500.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to accept grant in the amount of \$8,033.00 from Texas Indigent Defense Commission and authorize County Judge to sign Statement of Grant Award; which motion became an order of the Court upon the following vote:

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

Vida Simpson

From: "Bryan Wilson" <Bryan.Wilson@txcourts.gov>
To: <vida.simpson@co.winkler.tx.us>
Sent: Friday, January 06, 2012 3:07 PM
Subject: FY2012 Formula Grant Award



Chair:
 The Honorable Sharon Keller
 Presiding Judge, Court of Criminal Ap

Vice Chair:
 The Honorable Olen Underwood

Ex Officio Members:
 The Honorable Roberto Alonzo
 The Honorable Alfonso Charles
 The Honorable Pete Gallego
 The Honorable Wallace B. Jefferson
 The Honorable Sherry Radack
 The Honorable Jeff Wentworth
 The Honorable John Whitmire

Members Appointed by Governor:
 The Honorable Jon Burrows
 Mr. Knox Fitzpatrick
 Mr. Anthony Odiome
 The Honorable B. Glen Whitley

Executive Director:
 James D. Bethke

Dear Judge Leck:
 Via EMail: vida.simpson@co.winkler.tx.us

I am pleased to inform you that the Texas Indigent Defense Comr awarded Winkler County a formula grant estimated to be \$8,033. The **S Grant Award FY2012 Formula Grant** is attached. Please have the person by your FY12 Formula Grant commissioners' court resolution sign the S Grant Award and return it via scan and e-mail to bryan.wilson@txcourts to (512) 463-5724. You do not need to mail the original.

The Commission works together with counties to promote inno improvement in indigent defense systems statewide. On behalf of the Co congratulate Winkler County for its efforts and achievements in these ar have any questions or need clarification on the information contained ir please call Bryan Wilson, Grants Administrator at the Commission office Texas at (866) 499-0656.

Sincerely,
 Sharon Keller
 Chair, Texas Indigent Defense Commission
 Presiding Judge, Court of Criminal Appeals

Texas Indigent Defense Commission

1/6/2012

01-23-2012

Page 2 of 3

205 West 14th Street, Suite 700 Austin, Texas 78701 www.txcourts.gov/tidc
Mail: P.O. Box 12066, Austin, TX 78711-2066 Phone: 512.936.6994 Fax: 512.463.5724

1/6/2012

01-23-2012

Texas Indigent Defense Commission
Statement of Grant Award
FY2012 Formula Grant

Grant Number: 212-12-248
Grantee Name: Winkler County
Program Title: Formula Grant Program
Grant Period: 10/01/2011-9/30/2012
Grant Award Amount: The sum of \$5000.00 and 0.028271% of the remaining funds budgeted for FY12 formula grants by the Commission. Based on the initial funds budgeted, this amount is estimated to be **\$8,033**.

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by **February 5, 2012**. The grantee will not receive any grant funds until this notice is executed and returned to the Commission.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on September 12, 2011, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

Signature of Authorized Official

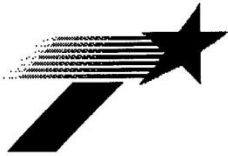
Name & Title (must print or type)

Date

1/6/2012

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept allocation of materials in the amount of \$8,337.00 through the 2012 County Assistance Program of the Texas Department of Transportation and authorize County Judge to send letter accepting the allocation; which motion became an order of the Court upon the following vote:

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

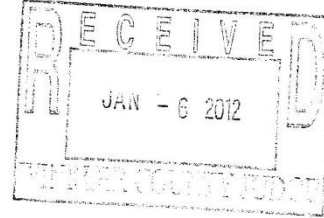


Agenda

Texas Department of Transportation

3901 East Highway 80
Odessa, TX 79761-3522

January 4, 2012



The Honorable Bonnie Leck
County Judge, Winkler County
P.O. Drawer Y
Kermit, TX 79745

Dear Judge Leck:

This letter addresses the Fiscal Year 2012 implementation of the County Assistance Program defined under the rules of TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule § 29.3 (43TAC. § 29.3), the Local Government Assistance Program and the new Rider 19 to the appropriation bill, House Bill number 1 (HB1) which passed the 82nd Legislative session.

Transportation Code § 201.706 which passed by the Texas Legislature in 1997, requires the Texas Department of Transportation (TxDOT) to assist counties with materials to repair and maintain county roads damaged by the impact of 2060 Weight Tolerance permits. In addition, the legislation requires that a preference should be made for counties with the most Weight Tolerance permits and a maximum usage should be made of State surplus materials.

To administer this program each county is given a specific allocation to be provided by the respective districts. Allocations are determined based on a county's percent of statewide Weight Tolerance permits, the county's percent of the statewide county road vehicle miles and the county's percent of the statewide lane miles of county roads. TxDOT Districts will notify each county of the assistance available to them. Each county desiring material should make a written request to their TxDOT District Coordinator. TxDOT will also set and account for the value of the materials to insure compliance with state law.

During the recent 82nd Legislative Session, Rider 19 was also authorized. Rider 19 allows TxDOT to provide expert advice to cities related to roadway maintenance issues. In addition, if after satisfying the County Assistance Program, State surplus materials are still available, this material may be distributed to either cities or counties. Unlike the County Assistance program, the Local Government Assistance program prohibits the purchase of new materials. Only surplus material will be available for distribution under this program.

Requests for material to be distributed in accordance with House Bill 1 and Rider 19 during fiscal year 2012 should be submitted in writing within 45 days of the date of this letter. The written request should be submitted to: Texas Department of Transportation Attn. Michael Stroope, P.E., 3901 East Highway 80, Odessa, TX 79761-3522. Material allocations not requested by Winkler County within the 45 day timeframe will be made available to other counties. The amount allocated to Winkler County for Fiscal Year 2012 is \$8,337.00.

If you have any questions about this year's program please contact the Odessa District Coordinator Michael Stroope, P.E., at (432) 498-4745. Upon receiving your written request a meeting will be set up with Winkler County Officials to discuss material availability and to coordinate the delivery details. We look forward to meeting with you.

Sincerely,

Michael Stroope, P.E.
Odessa District Coordinator

cc: Mike McAnally, P.E., District Engineer
Bryan Raschke, P.E. Director of Operations
Chad Windham, P.E., Area Engineer
James Moore, Kermit Mnt. Supr.

A motion was made by Commissioner Thompson to table approving Ambulance Service Agreement between Winkler County and Loving County for

period of January 01, 2012 to December 31, 2012; which motion died for lack of second.

A motion was then made by Commissioner Neal and seconded by Commissioner Thompson to approve Ambulance Service Agreement between Winkler County and Loving County for period of January 01, 2012 to December 31, 2012; which motion became an order of the Court upon the following vote:

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

STATE OF TEXAS }}
 }} **AMBULANCE SERVICE AGREEMENT**
COUNTY OF LOVING }}

This Agreement made and entered into by and between Loving County, Texas, acting by and through its County Judge and the Commissioners' Court of said County, and the County of Winkler, acting by and through its County Judge and the Commissioners' Court of said County.

WITNESSETH:

WHEREAS, the necessity for ambulance service within Loving County, residing and lying outside the County of Winkler having it been made known to both parties to this agreement, the following agreement is hereby made and entered into, to-wit:

I.

As consideration therefore Loving County agrees to pay the Winkler County the sum of Three Thousand Five Hundred Dollars and No/100 (\$3,500.00) simultaneously with the execution of this agreement, which said consideration is for ambulance service within Loving County, Texas, residing and lying outside of the County of Winkler.

II.

It is agreed and understood that the Winkler County EMS with its EMS personnel, vehicles and equipment, as available, will assist in furnishing ambulance service within Loving County, Texas, residing and lying outside of the County of Winkler, such assistance to begin with the execution of this agreement and to continue for the term hereinafter stipulated.

III.

It is agreed by and between both Loving County and the County of Winkler hereto that this AGREEMENT shall run for a period of one (1) year from January 1, 2012 to December 31, 2012, and that said amount above specified will be in payment for EMS personnel, vehicles and equipment, as available, to assist in furnishing ambulance service for such period of time as set forth herein above.

IV.

It is further agreed by and between the parties hereto that the acts of any person or persons while providing ambulance service, traveling to and from ambulance calls, or in any manner furnishing ambulance service within Loving County, Texas residing and lying outside of the County of Winkler shall be considered as acts of the agents of Loving County within the meaning of that portion of Article 2351-A, Subdivision I of the Revised Civil Statutes of the State of Texas applicable to this Agreement.

V.

It is further understood, agreed and made an integral part hereof, that in the event the Winkler County EMS should answer a call for ambulance service within Loving County, Texas, residing and lying outside of the County of Winkler, patients will be responsible for payment, either through insurance coverage or private pay, directly to Winkler County EMS, for ambulance services. Loving County will not be responsible for payment of ambulance services or for non-payment of services by patients.

VI.

The above and foregoing constitutes and is the full agreement by and between the parties hereto concerning the matters set forth herein above.

EXECUTED IN DUPLICATE ORIGINALS this 9th day of January, A.D., 2012.

IN TESTIMONY WHEREOF, witness the execution of this instrument on the 9th day of January, 2012.

WINKLER COUNTY, TEXAS

LOVING COUNTY, TEXAS

By: Bonnie Leck
Bonnie Leck, Winkler County Judge

By: Skeet Lee Jones
Skeet L. Jones, Loving County Judge

ATTEST:

Shethelia Reed
Shethelia Reed, Winkler
County Clerk

ATTEST:

Ort Brown
Ort Brown, Loving
County Clerk

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to table accepting funds in the amount of \$3,500.00 from Loving County for Winkler County Emergency Medical Service and approve expenditure of said 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 Carpenter to approve Interlocal Cooperation Contract between Texas Department of Public Safety and Winkler County to implement the provisions of the Texas Transportation Code, Chapter 706, effective January 01, 2012; which motion became an order of the Court upon the following vote:

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

"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the local political subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment; and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted within five business days of the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report within five business days advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must promptly file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury. ^{4- stamp}

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision agrees to indemnify and hold harmless the TDPS against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision further agrees to satisfy any final judgment awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis.

However, either party may terminate this agreement upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local Political Subdivision
Winkler County
P.O. Drawer Y
Kermit, TX 79745
(432) 586-3223 (fax)

Texas Department of Public Safety
Safety Project Administrator, FTA Program
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(512) 424-5948 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**


Sheri Gipson
Deputy Administrator
Driver License Division

1-23-12
Date

LOCAL POLITICALSUBDIVISION*


Authorized Signature
Bonnie Leck

Winkler County Judge
Title

January 23, 2012
Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.

**FAILURE TO APPEAR PROGRAM
INFORMATION SHEET (FOR OMNIBASE SERVICES USE ONLY)**

PS ID # _____
I.L. Rec'd _____
County _____

[counties should complete this form for each precinct or court that will participate in the FTA Program]

Justice Court, Prec 1 Winkler County _____
Name of Political Subdivision Business Hours

Courthouse _____ Kermit TX _____ 79745 _____
Address City Zip

Telephone # for violators to call regarding outstanding tickets: 432 586-2671

FTA Administrator: DeDyan Chammell _____ Title: Judge _____

Telephone #: 432 586-2671 Fax #: 432 586-3238

Email: jpl@co.winkler.tx.us

FTA Computer Operator (if different from FTA Administrator): _____ Title: _____

Telephone #: () _____ Fax #: () _____

Email: _____

FTA Billing Matters: _____ Title: _____

Telephone #: () _____ Fax #: () _____

Email: _____

BEST TIME TO CONTACT YOUR FTA COORDINATOR?

Does your computer have a modem? Yes No

Do you have access to a long distance telephone line? Yes No

Does Your Computer Have a Cd Rom Drive? YES NO Do you have access to the Internet? YES NO

PLEASE COMPLETE THIS FORM AND RETURN TO: **OMNIBASE SERVICES OF TEXAS**
ATTN: DONETTA JENKINS
7320 N. MO PAC EXPWY, STE 310
AUSTIN, TX 78731
FAX 512/346-9312
FOR INFORMATION CALL 512/346-6511

[HTTP://WWW.OMNIBASE.COM/PSINFO.DOC](http://www.omnibase.com/psinfo.doc)

SAMPLE

WELCOME SEARCH RESULTS FAQ LOGIN

Results for:

- **Driver License #:** 12214088
- **Birth Date:** May 21

Note: You may hover over the **Court** and **Amount Due** to get more details

Outstanding Violations

You must resolve the outstanding violations before the Department of Public Safety will be able to renew your license. *You should contact the court listed below to confirm the amount of the fines, court costs, and fees and verify that a court appearance is not required.*

Court	Docket Number	Offense Date	Description	Amount Due
No Cases Found				

Closed Violations

Court	Docket Number	Description	Disposition	Cleared Date
No Cases Found				

In the event renewal of your driver license is denied, you would then be prohibited from operating a motor vehicle on a public street or highway in this state. Violation would constitute a misdemeanor punishable by a fine of up to \$500.00 and/or confinement for up to six months. Please note that the Department of Public Safety will not clear your driver record or renew your driver license without authorization from the court(s) identified above.



For technical assistance, please send email to Technical support (techsupport@omnibase.com).

SAMPLE

WELCOME SEARCH RESULTS FAQ LOGIN

Results for:

- Driver License #: 28949786
- Birth Date: Apr 20

Note: You may hover over the Court and Amount Due to get more details

Outstanding Violations

You must resolve the outstanding violations before the Department of Public Safety will be able to renew your license. *You should contact the court listed below to confirm the amount of the fines, court costs, and fees and verify that a court appearance is not required.*

Court	Docket Number	Offense Date	Description	Amount Due
Pecos County Pct 1	2010-00543	02/20/2010	Unsafe Or Improper Turn	\$263.00
Pecos County Pct 1	2010-00543A	07/08/2011	Failure To Appear	\$183.00
Odessa	20100966590TF	09/05/2010	Cause / Permit Display Fictitious Inspe	\$177.10
Haskell	10-3233	01/02/2010	Speeding -- Zoned	\$253.63

Closed Violations

Court	Docket Number	Description	Disposition	Cleared Date
No Cases Found				

Search Again Print

In the event renewal of your driver license is denied, you would then be prohibited from operating a motor vehicle on a public street or highway in this state. Violation would constitute a misdemeanor punishable by a fine of up to \$500.00 and/or confinement for up to six months. Please note that the Department of Public Safety will not clear your driver record or renew your driver license without authorization from the court(s) identified above.

For technical assistance, please send email to Technical support (techsupport@omnibase.com).

http://www.texasfailuretoappear.com/results.php

1/23/2012

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Agreement Retaining Inspector for Construction Inspection between Winkler County and Reliable Technical Services, a division of Reliable Ribbons, LC; which motion became an order of the Court upon the following vote:

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

Agreement Retaining Inspector for Construction Inspection

This Agreement is entered into by and between Winkler County, P.O. Drawer Y, Kermit, Texas 79745, referred to herein as "Client", and Reliable Technical Services, a Division of Reliable Ribbons, LC existing under the laws of the State of Texas, with office located at 3229 Camarie Avenue, Midland, TX 79705, referred to herein as "Inspector", this 23rd day of January, 2012.

Whereas, Client requires certain consultations with regard to the Construction Inspection of:

- WINKLER COUNTY PARKS PROJECT in accordance with the plans and specifications prepared by Design 10, Mansfield, Texas, for site located at the County Park in Kermit, 1951 School Street, Kermit, Texas (address of Site), and such Inspection shall include building demolition and pool fill in, site preparation, construction of slide pool park, pool deck equipment, landscaping, fencing and signage; and
- COUNTY BARN IN WINK PROJECT in accordance with the plans and specifications prepared by Design 10, Mansfield, Texas, for site located at 405 North Pyote, Wink, Texas (address of Site), and such Inspection shall include construction, close in, insulation and plumbing.

That for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration and the services to be rendered by the Inspector and the amounts to be paid therefor, the parties agree as follows:

- I. **Whereas**, Client agrees to pay Inspector for providing such inspections in accordance with the following covenants and conditions:
 - A. The Inspector shall visit the site as needed and shall send a monthly Construction Update Report to the Client.
 - B. The Inspector shall inspect all items that will be covered beforehand, such as utilities, concrete pours and installation in walls and ceilings.
 - C. If Client requires further services of the Inspector, the Inspector shall provide an estimate of the fees for these services.
 - D. The Inspector shall check the Construction for State and County Building Code requirements, but he shall not be required to enforce the same, but shall report his findings to the Client or Representative.
 - E. If the undersigned Inspector is not available for site inspections or needs further assistance from a specialist for inspections, he shall provide their names and resumes to the Client. If the Client's representative approves them, their fees will be paid to the Inspector for their services and he will be responsible to pay them.
 - F. The Client agrees to provide prior notice of forty-eight (48) hours to the Inspector before the Contractor covers any utilities or pours any concrete.
 - G. The Client agrees to pay the Inspector Two hundred and no/100 Dollars (\$200.00) for each Inspection to the site and Fifty and no/100 Dollars (\$50.00) travel expenses and an hourly fee of Seventy-five and no/100 Dollars (\$75.00) for office time for Reports and Review of the Contractor's monthly payment request.
 - H. The Inspector shall provide a monthly statement for his services.
 - I. The Client agrees to pay these fees in a timely manner.
 - J. The Client and Inspector agree that the Contractor is solely responsible for complying with all Federal, State and Local construction laws.
 - K. The Client will assure egress and ingress to all sites for the purpose of inspection of the construction.
 - L. The Inspector is not responsible for the construction means, methods, techniques, sequence or procedures or for the safety precautions and programs in connection with the work by the Contractor.
 - M. Randy Neal, Winkler County Commissioner, Precinct 3, (telephone 432-208-0625) is the Client's Authorized Representative to coordinate with the Inspector for the Winkler County Park in Kermit project, and Robbie Wolf, Winkler County Commissioner, Precinct 2, (telephone 432-208-0646) is the Client's Authorized Representative to coordinate with the Inspector for the County Barn in Wink Project.

N. If either party fails to meet these requirements, the other party may terminate this Agreement by written notice to the other party. No further fees shall be paid after that notice has been received.

II. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

III. **Entire Agreement.**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IV. **Modification of Agreement.**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party. The following modifications to this Agreement have been agreed upon by both parties:

- A. The Inspector shall review plans for compliance and submittal of project and compliance with the Texas Department of Licensing and Architectural Barriers Act.
- B. The Inspector shall furnish the County a certificate of motor vehicle liability insurance (\$50,000/\$100,000/\$50,000) (see attached).
- C. The Inspector shall coordinate with Contractor and the material testing service for all testing or obtaining samples for tests by the material testing service, which is a separate service from the Inspector.

V. **Assignment of Rights.**

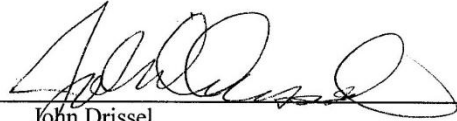
The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

VI. **Counterparts.**


This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

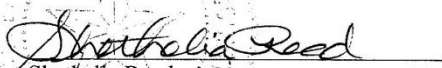
WITNESS our signatures as of the day and date first above stated.

RELIABLE TECHNICAL SERVICE

By 
John Drissel

WINKLER COUNTY, TEXAS

By 
Bonnie Leck, Winkler County Judge

Attest:

Shethelia Reed
Winkler County Clerk

RESUME

JOHN C. DRISSEL, PE (retired)

John C. Drissel
 3229 Camarie Ave.
 Midland, Texas 79705-6203
 432 694-7533
 Cell 432 889-5061
 Email jcdrissel@sbcglobal.net

Birth Place: Washington, D.C.
 SS No.:
 Marital Status: Married
 Health: Active, and Athletic

EDUCATION:

BS University of Maryland 1961 Agriculture
 BS University of Maryland 1962 Civil Engineer
 MS University of Minnesota 1964 Master Degree Engineer
 1990 to 1993 Graduate Student in Art at Texas Tech University
 1998 to 2002 Computer Studies at Midland College

EXPERIENCE:

1964-1969: RESEARCH ENGINEER USDA-ARS SW REGION HYDROLOGY - AZ, NM
 Engineer in charge of the Alamogordo Hydrology Research Center in Santa Rosa NM Research and studied rainfall and runoff from an 80-acre watershed.
 1969-1977: PARTNER in CONSULTING ENGINEERING FIRM and 1974 became sole Owner - Managed the engineering division of the Firm, duties included the Design of Drainage Systems, Roads, Sewer and Water Systems for Subdivisions, Cities and Towns in Northern New Mexico. Installed Second-Order Control for State of New Mexico.
 1977-1989: OWNED - DRISSEL ENGINEERS, a CONSULTING ENGINEERING and LAND SURVEYING FIRM
 Moved the consulting firm to El Paso Texas. Specialized in Subdivision Design, Roads, Water and Sewer Engineering and Land Surveying.
 1982-2001: COMPUTER PROGRAMMER
 Specialized in custom data base software.
 1969-1990: REGISTERED PROFESSION ENGINEER and LAND SURVEYOR in TEXAS, NEW MEXICO, ARIZONA
 1993-1997: DESIGN ENGINEER, PROJECT MANAGER and ON-SITE CONSTRUCTION PROJECT REPRESENTATIVE for Civil Engineering Projects with Landgraf, Crulcher and Assoc., Odessa TX
 1997-1999: Plant Manager of an Industrial Wastewater Treatment Plant, Odessa TX.
 1999 TO PRESENT: Semi-retired; V. P. OF RELIABLE TECHNICAL SERVICES, Midland, TX performing Construction Inspection and Construction progress Reports for Hunter Corral Associates, Professional Home Inspector, TREC # 7878 (Retired License in 2009) and TDH Licensed Asbestos Air Monitoring Technician and TDH Asbestos Project Manager

EXPERIENCES & SKILLS: Residential and Commercial Inspections & Repairs which includes roofs, walls, doors, tile floors, kitchens, electrical and plumbing; also outside fences, gates, concrete and pruning.
 Computers: Data Analyst, Data Programmer and Hardware Analyst.
 Shop: Woodworking, Welding, Lathe, and Vertical Milling Machine.
 Office: Windows, AutoCAD, Drafting, Accounting, Specification Writing Inspection and Supervision of Construction.
 Hobbies: Photographer, bicyclists, fishing, target shooting and birder.
 Volunteer: Texas Master Naturalist, resigned after 10 years w/ Citizens on Patrol.

References: John F. Landgraf, PE 590-8812, Monte Hunter, AIA 362-5577
 Dale Vick, Engineer w/ Huntsman, 640-7200 Ex 8651



A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve request of Precinct No. 2 Commissioner to purchase ice machine for Wink Expo Building in the approximate amount of \$3,562.00; 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 Thompson and seconded by Commissioner Neal to approve request of Precinct No. 4 Commissioner to purchase mixer, pre-rinse unit, can opener and 36" restaurant range for Kermit Community Center in the amount of \$4,107.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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







Estimate

1/12/2012

Project:
 Winkler Co.
 100 E. Winkler
 Kermit, TX 79745
 Phone: (432) 586-2233

From:
 Commercial Food Ser. & Equip.
 Mark Brown
 1601 N. Grant St.
 Odessa, TX 79761-2645
 Phone: (432) 334-6110
 Cell: (432) 528-8427

Item	Qty	Description	Sell Each	Sell Total
1	1	ea MIXER  Packed: each Floor Mixer, 20-qt, with guard, 3 speed, #12 attachment hub accommodates meat grinder & vegetable slicer attachments (attachments sold separately), heavy duty construction, heat treated alloy steel gears & shafts, grease-packed ball bearings, bowl arm protection cover, surface protection foot covers, thermal overload protection, digital timer with automatic stop and audible shutoff signal, planetary mixing action, includes dough hook, wire whisk, spatula, stainless mixing bowl, safety guard, 1/2hp, 110v/60-1-ph, 8 amps, NEMA 5-15P, 20-3/8"Lx20-3/8"Wx35-5/8"H, model # MIX1020, NSF, ETL, Imported	2,250.00	2,250.00
2	1	ea PRE-RINSE UNIT  Royal Series Pre-Rinse Assembly with Wall Bracket, wall-mounted, 8" centers, spring action flexible gooseneck, 35" high with 15" overhang, internal check valves, 1/2" NPT female inlets, NSF	249.00	249.00
3	1	ea CAN OPENER, MANUAL  Packed: 3 pieces Can Opener, Manual, #1 with plated base (for cans up to 11" tall), "Old Reliable"	129.00	129.00
	1	ea 1 yr. limited warranty, std.		
4	1	ea RANGE, 36" RESTAURANT, GAS  Restaurant Series Range, 36", gas, (6) 28,000 BTU open burners, one 26-1/2" standard oven, stainless front, landing ledge, sides, backguard, and high shelf, 203,000 BTU	1,479.00	1,479.00
	1	ea Limited one year parts and labor warranty, standard		
	1	ea Natural gas		
	1	ea S/S backguard with shelf standard		

Winkler Co.

Commercial Food Ser. & Equip.

Page 1 of 3

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve proposal of Otis Elevator Company to repair Courthouse elevator hoist motor in the amount of \$10,995.00 from committed funds; which motion became an order of the Court upon the following vote:

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

Vida Simpson

From: "Andrus, Daniel" <daniel.andrus@otis.com>
To: <vida.simpson@co.winkler.tx.us>
Sent: Friday, January 13, 2012 1:28 PM
Attach: winkler county motor replacement.pdf
Vida,

Attached is the proposal for labor and material to replace the motor windings. We will also do some rebuilding of the controller contacts that contribute to the operation of the motor.

Don't worry about the down payment language. I know Counties can't provide payment until service is rendered.

Please advise me as soon as you can. We are currently holding the motor for a couple of weeks for your approval.

Sincerely,

OTIS ELEVATOR COMPANY

Dan Andrus
Sr. Account Mgr.
Cell: 817-822-1804

1/13/2012

OTIS

Otis Service and Repair Order

DATE: 01/11/2012

TO:
Winkler County Courthouse
 P.O. Box 860
 Kermit, TX 79745

FROM:
Otis Elevator Company
 2516 Gravel Road
 Bldg 18
 Fort Worth, TX 76118

EQUIPMENT LOCATION:
 WINKLER CO COURTHOUSE
 100 EAST WINKLER
 KERMIT, TX 79745

Daniel Andrus
 Phone: (817) 590-4932 ext 202
 Fax: (817) 284-6342

MACHINE NUMBER(S): 150256

PROPOSAL NUMBER: EZH100301124438

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

Repair Hoist Motor

1. Replace motor stator.
2. Replace worn contacts and replace coils on the the "UP", "DOWN", and "RUN" relays.

Pricing does not include crane, if needed, to put the new stator in the machine room.

Accelerated Payment Discounts

Pre-Payment Amount	Discount Percentage	Authorization (Initial)
75%	3% Discount	
90%	5% Discount	
100%	10% Discount	

- o The above referenced discount percentage shall be applied to the base proposal price.
- o ~~The base proposal price is contingent upon receiving a pre-payment of 50% of the base contract amount.~~
- o ~~The pre-payment amount is due in full prior to Otis ordering material and/or mobilizing.~~

Be

Be

Payment Terms

- o Payment in full is due upon completion of the project.
- o In the event a third party inspection agency is required to "inspect" the completed project prior to returning the equipment to normal operation payment in full is due in upon final handover/turnover of the

equipment.

Otis Service and Repair Order

PRICE: \$10,995.00

Ten thousand nine hundred ninety-five dollars

Bob

~~This price is based on a fifty percent (50%) downpayment in the amount of \$5,497.50.~~

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Daniel Andrus

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Bonnie Leck

Title: County Judge

E-mail: _____

Name of Company: _____

Principal, Owner or
Authorized Representative of Principal or Owner

Agent:

(Name of Principal or Owner)

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Diana L. Bartley

Title: Branch Manager

Otis Service and Repair Order

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: ~~A down payment of fifty percent (50%) of the price shall be paid by you upon your signing of this document.~~ Full payment shall be made ^{within 30 days} ~~upon completion of the work or completed within a thirty-day period. If the work is not completed within a thirty-day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.~~
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, ~~and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.~~
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.
- We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
- Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive Quarterly Report of Winkler County Safety Committee for fourth quarter ended December 31, 2012; which motion became an order of the Court upon the following vote:

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

**QUARTERLY REPORT OF THE WINKLER COUNTY
ACCIDENT PREVENTION PROGRAM
QUARTER ENDING DECEMBER, 2011**

Committee Members:

Randy Neal, Co-Coordinator	Dana Shipley	Robbie Wolf, Co-Coordinator
Walter Roberts	Don Kapka	Ronnie Flowers
John Henderson	Renee Treadwell	John Leavitt
James Everett	George Keely	Mark Terry
Vida Simpson, Co-Coordinator	Geneva Baker	

From October 1 to December 31, 2011, there was one (1) county incident reported. The following incidents were added to the Winkler County Accident Log during the fourth quarter.

Filed With Workers Comp Insurance	Injury	Medical Treatment	Lost Time
Winkler County Memorial Hospital			
Yes	Abrasion/Scratch	Rural Health Clinic	No

Safety training given for the fourth quarter from October 1 to December 31, 2011:

Slips, Trips and Falls – Back Injury Prevention – November 1, 2011	84 attended (includes hospital)
--	------------------------------------

WINKLER COUNTY LOSS INFORMATION

2011

1st Quarter											
ID	Report	Date of 1st Report	DOI	STATUS	TOTPD	REMMES	TOTINC	BODY PART DESC	NATURE DESC	CAUSE DESC	SOURCE DESC
TACP-11-00237	2/2/2011	2/2/2011	2/1/2011	Closed	\$ 305.66	\$ -	\$ 305.66	Knee - Left	Strain	Strain/Overexert - during PMAB	Strain from fall while restraining combative inmate
TACP-11-00072	1/10/2011	1/10/2011	1/10/2011	Closed	\$ -	\$ -	\$ -	Arm - Left	Strain	fallslip - different level	Strain after fall from roller stool
					TOTALS	\$ 305.66	\$ -	\$ 305.66			

2nd Quarter											
ID	Report	Date of 1st Report	DOI	STATUS	TOTPD	REMMES	TOTINC	BODY PART DESC	NATURE DESC	CAUSE DESC	SOURCE DESC
TACP-11-00920	4/8/2011	4/8/2011	4/8/2011	Open	\$ 426.03	\$ 173.97	\$ 600.00	Wrist - Right	Bltn/Sting	Bite - Animal	Bitten by dog while serving documents at a residence
TACP-11-00985	4/13/2011	4/13/2011	4/13/2011	Closed	\$ -	\$ -	\$ -	Legs	Burn	Head/Cold - Steam/Hot Fluid	Burns when collar/der with boiled spaghetti slipped and fell on legs
TACP-11-01134	4/29/2011	4/29/2011	4/27/2011	Closed	\$ -	\$ -	\$ -	Ankle - Left	Strain	Climb/Walk/Stand - Other	Strain while stepping off curb to go to bank across street
TACP-11-01375	5/18/2011	5/18/2011	5/18/2011	Closed	\$ -	\$ -	\$ -	Knee - Right	Strain	Climb/Walk/Stand - Other	Stepped off Resident Pouch during Meals on Wheels delivery
TACP-11-01376	5/18/2011	5/18/2011	5/18/2011	Closed	\$ 705.08	\$ -	\$ 705.08	Back - Lumbar	Strain	Strain/Overexert - Lift/Lowering	Strain while lifting heavy trash can
					TOTALS	\$ -	\$ -	\$ -			

3rd Quarter											
ID	Report	Date of 1st Report	DOI	STATUS	TOTPD	REMMES	TOTINC	BODY PART DESC	NATURE DESC	CAUSE DESC	SOURCE DESC
TACP-11-02533	9/13/2011	9/13/2011	9/12/2011	Open	\$ 792.38	\$ 119,915.94	\$ 20,708.32	Knee - Right	Strain	Stepped down	Stepped in hole on trailer and knee gave out.
TACP-11-01910	7/8/2011	6/30/2011	6/30/2011	Open	\$ 3,391.19	\$ 22,148.81	\$ 25,540.00	Shoulder - Left	Strain	Strain/Overexert - Lift/Lowering	Was pushing, pulling, lifting grocery boxes, did not report until 7/8/11
TACP-11-02510	8/24/2011	8/24/2011	8/24/2011	Closed	\$ 7.55	\$ -	\$ 7.55	Lungs	Inhalation	Exposure to acid/chemicals/smoke/fumes	Exposure to acid, chemicals, smoke, fumes
					TOTALS	\$ 4,191.12	\$ 42,064.75	\$ 46,255.87			

4th Quarter											
ID	Report	Date of 1st Report	DOI	STATUS	TOTPD	REMMES	TOTINC	BODY PART DESC	NATURE DESC	CAUSE DESC	SOURCE DESC
TACP-11-02850	10/10/2011	10/10/2011	10/10/2011	Open	\$ 204.52	\$ 395.48	\$ 600.00	Knee - Left	Abrasion/Scratch	Fallslip/Other	Left knee Abrasion/Scratch - fall on sidewalk
					TOTALS	\$ 204.52	\$ 395.48	\$ 600.00			
					ANNUAL TOTALS	\$ 5,832.41	\$ 42,634.20	\$ 48,466.81			

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL

Worker's Compensation Loss Run
Fourth Quarter 2011

Claim #	Status	Location Code	Nature	INDemnITY	MEDICAL	EXPENSE	OTHER	TOTAL	Reins Recovery
Old Claim#	Injury Date	Occupation	Body Part	Injured	Injured	Injured	Injured	Injured	Other Recovery
Claimant Name	Close Date	Subrogation	Cause	Paid To Date	Paid To Date	Paid To Date	Paid To Date	Paid To Date	Total Recovery
Injury Description				Reserves	Reserves	Reserves	Reserves	Reserves	Net Incurred

WINKLER COUNTY

TACP-11-00237	Closed	TACP-24802480G-2	STRAIN	-	\$298.11	\$7.55	-	\$305.66	-
J10203110900-75726/IPS	02/01/2011	LAW ENFORCEMENT	KNEE - LEFT	-	\$298.11	\$7.55	-	\$305.66	-
LEFT KNEE STRAIN FROM FALL WHILE RESTRAINING COMBATIVE INMATE.	04/20/2011	NO	STRAIN/OVEREXERT-DURING PMAB	-	-	-	-	-	\$305.66

TACP-11-00920	Open	TACP-24802480G-1	BITE/STING	-	\$600.00	-	-	\$600.00	-
J1040811300-79357/IPS	04/08/2011	LAW ENFORCEMENT	WRIST - RIGHT	-	\$426.03	-	-	\$426.03	-
RIGHT WRIST BITTEN BY DOG WHILE SERVING DOCUMENTS AT A RESIDENCE.	?	NO	BITE/ANIMAL	-	\$173.97	-	-	\$173.97	\$600.00

TACP-11-00995	Closed	TACP-24802480PCSD	BURN	-	-	-	-	-	-
J1040811300-79357/IPS	04/11/2011	CLERICAL	LEGS	-	-	-	-	-	-
LEGS BURNS WHEN COLLANDER WITH BOILED SPAGETTI SLIPPED AND FELL ON LEGS.	04/19/2011	NO	HEAT/COLD-STEAM/HOT FLUID	-	-	-	-	-	-

TACP-11-01134	Closed	TACP-24802480D	SPRAIN	-	-	-	-	-	-
J1042911100-80539/IPS	04/27/2011	CLERICAL	ANKLE - LEFT	-	-	-	-	-	-
LEFT ANKLE SPRAIN WHILE STEPPING OFF CURB TO GO TO BANK ACROSS STREET.	05/03/2011	NO	CLIMB/WALK/STAND-OTHER	-	-	-	-	-	-

TACP-11-02533	Open	TACP-24802480PPW404	SPRAIN	\$9,578.32	\$9,600.00	\$1,530.00	-	\$20,708.32	-
J1091311100-87535/IPS	09/12/2011	COURT/HOUSE LAWN	KNEE - RIGHT	\$1,980.95	\$585.51	\$7.55	-	\$2,574.01	-
RIGHT KNEE SPRAIN - STEPPED IN HOLE ON TRAILER AND KNEE GAVE OUT	?	NO	STEPPED DOWN	\$7,597.37	\$9,014.49	\$1,522.45	-	\$18,134.31	\$20,708.32

TACP-11-02850	Open	TACP-24802480PM-07	ABRASION/SCRATCH	-	\$600.00	-	-	\$600.00	-
J1012110900-89247/IPS	10/10/2011	DIETARY COOK	KNEE - LEFT	-	\$204.52	-	-	\$204.52	-
LEFT KNEE ABRASION/SCRATCH - FALL ON SIDEWALK	?	NO	FALL/SLIP-OTHER	-	\$395.48	-	-	\$395.48	\$600.00

Totals for Fiscal Year 2011
6 Claims: 3 Open, 3 Closed

\$9,578.32	\$11,098.11	\$1,537.55	-	\$22,213.98	-
\$1,980.95	\$1,514.17	\$15.10	-	\$3,510.22	-
\$7,597.37	\$9,583.94	\$1,522.45	-	\$18,703.76	\$22,213.98

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL

Worker's Compensation Loss Run

Fourth Quarter 2011

Claim #	Status	Location Code	Nature	INDEMNITY	MEDICAL	EXPENSE	OTHER	TOTAL	Reins Recovery
Old Claim#	Injury Date	Subrogation	Body Part	Incurred	Incurred	Incurred	Incurred	Incurred	Other Recovery
Claimant Name	Close Date		Cause	Paid To Date	Paid To Date	Paid To Date	Paid To Date	Paid To Date	Total Recovery
Injury Description				Reserves	Reserves	Reserves	Reserves	Reserves	Net Incurred

WINKLER COUNTY MEMORIAL HOSPITAL

TACP-11-00072	Closed	TACP-24812480PM01	STRAIN	-	-	-	-	-	-
	01/10/2011	HOSPITAL PROFESSI	ARM - LEFT	-	-	-	-	-	-
	01/13/2011	NO	FALL/SLIP- DIFFERENT LEVEL	-	-	-	-	-	-
LEFT ARM. STRAIN AFTER FALL FROM ROLLER STOOL.									
TACP-11-01375	Closed	TACP-24812480PM07	STRAIN	-	-	-	-	-	-
J052411100-81889/IPS	05/18/2011	HOSPITAL ALL OTHE	KNEE - RIGHT	-	-	-	-	-	-
	05/25/2011	NO	CLIMB/WALK/STAND-OTHER	-	-	-	-	-	-
RIGHT KNEE. STRAIN WHILE STEPPING OFF OF RESIDENT PORCH DURING MEALS ON WHEELS DELIVERY.									
TACP-11-01376	Closed	TACP-24812480PM08	STRAIN	-	\$705.08	-	-	\$705.08	-
J052411100-81884/IPS	05/16/2011	HOSPITAL ALL OTHE	BACK - LUMBAR	-	\$705.08	-	-	\$705.08	-
	08/10/2011	NO	STRAIN/OVEREXERT-LIFT/LOWERING	-	-	-	-	-	\$705.08
LOW BACK. STRAIN WHILE LIFTING HEAVY TRASH CAN.									
TACP-11-01910	Open	TACP-24812480PM07	SHOULDER - LEFT	\$6,440.00	\$17,600.00	\$1,500.00	-	\$26,540.00	-
J0715110900-84529/IPS	06/30/2011	HOSPITAL ALL OTHE	STRAIN/OVEREXERT-LIFT/LOWERING	\$1,680.00	\$1,703.64	\$7.55	-	\$3,391.19	-
	?	NO	LEFT SHOULDER. WAS PUSHING, PULLING, LIFTING GROCERY BOXES. FELT A STRAIN IN LEFT SHOULDER. DID NOT R	\$4,760.00	\$15,896.36	\$1,492.45	-	\$22,148.81	\$26,540.00
TACP-11-02510	Closed	TACP-24812480PM07	INHALATION	-	-	\$7.55	-	\$7.55	-
J0909111500-87389/IPS	08/24/2011	HOSPITAL ALL OTHE	LUNGS	-	-	\$7.55	-	\$7.55	-
	09/16/2011	NO	EXPOSURE-ACID CHEMCL/S/SMOKE/FUM	-	-	-	-	-	\$7.55
LUNGS - INHALATION - EXPOSURE TO ACID, CHEMICALS, SMOKE, FUMES									
Totals for Fiscal Year 2011				\$6,440.00	\$18,305.08	\$1,507.55	-	\$26,252.63	-
5 Claims: 1 Open, 4 Closed				\$1,680.00	\$2,408.72	\$75.10	-	\$4,103.82	-
				\$4,760.00	\$15,896.36	\$1,492.45	-	\$22,148.81	\$26,252.63

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve hospital bond payment in the amount of \$595,065.01 to the Bank of New York Mellon 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 Wolf and seconded by Commissioner Thompson to approve purchase of two (2) Life Pak 15 Cardiac Monitor(s) and accessories for Winkler County Emergency Medical Service in the approximate amount of \$64,993.50 from committed funds in accordance with discretionary exemption in Section 262.024(2), Local Government Code; 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 purchase of two (2) Stryker Power Pro ambulance cots for Winkler County Emergency Medical Service in the amount of \$23,744.34 from committed 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 payment in the amount of \$1,605.00 to Dyna Systems for copier maintenance for County Clerk's office 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 Wolf and seconded by Commissioner Neal to approve payment in the amount of \$6,025.00 to Robison Johnston & Patton LLP for audited tax roll financial statements for the year ended June 30, 2012 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 receive Monthly Report of County Treasurer; which motion became an order of the Court upon the following vote:

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

WINKLER COUNTY TREASURER'S REPORT
EULONDA EVEREST

31-Dec-11

Balances	\$ 106,456.81
REVENUE DEPOSITS	\$ 2,223,595.57
LESS SERVICE CHARGE	\$ (70.00)
LESS RETURNED CHECKS	

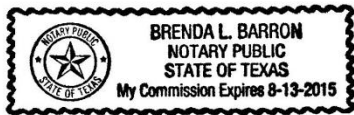
Amount Paid

Transfer FICA	\$ 180,902.41
Accounts Payable	\$ 968,442.28
Payroll	\$ 295,296.67
Jury	\$ 400.00
Wire Transfers-CSCD	\$ 23.56
Wire Transfers-TCDRS	\$ 300,000.00
Child Support	\$ 919.12
Wire Transfers-Park	
Tex-Pool	
CD'S	
Hospital in-Out	
AMOUNT TO BALANCE	\$ 583,998.34
	\$ 2,329,982.38
	\$ 2,329,982.38

Eulonda Everest
Eulonda Everest, County Treasurer

STATE OF TEXAS
COUNTY OF WINKLER

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



Brenda L. Barron
Winkler County, Texas

There were no HVAC project claim(s) or lighting project claim(s) against the County for the Court to consider at this time.

A motion was made by Commissioner Wolf 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

There were no line item adjustment(s) for the Court to consider at this time.

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

**WINKLER COUNTY
BUDGET AMMENDMENTS
JANUARY 23, 2012**

DISTRICT COURT

INDIGENT DEFENSE 10-224-064 \$ 8,033.00
 INDIGENT LEGAL DEFENSE GRANT 10-104-280 \$ 8,033.00
 TO RECORD RECEIPT AND EXPENDITURE OF INDIGENT DEFENSE GRANT

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 the following Monthly Reports from County Officials of fees earned and collected for the month of December, 2011;

MONTHLY REPORTS

For the Month of	<u>Dec 2011</u>		
Steve Talaferrro Scott Tidwell, Co Attorney Fee	Hot Check	<u>Hotck Crim</u>	<u>1-19-12</u> Date Received
			<u>1-19-12</u> Date Received
			<u>\$ 105.00</u> Amount
			<u>\$ 100.00</u> Amount
Bonnie Leck, County Judge	_____		
Carroll Richards, Constable Precinct #1	_____		
Patti Franks, Tax Assessor	_____		
Shethelia Reed, County Clerk	_____		
Glenda Mixon, JP Precinct #2	_____		
Sherry Terry, District Clerk	_____		
DeLynn Trammell, JP Precinct #1	_____		
George Keely, Sheriff	<u>for Dec'11</u>	<u>1-12-11</u>	<u>\$ 2763.27</u>
Steve Dunn, Probation	<u>for Dec'11</u>	<u>1-12-11</u>	<u>\$ 14,569.42</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	_____		
Lee Wilson, Constable Pct # 2	_____		

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

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

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

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK