

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 27th day of February, 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 January, 2012 minutes; which motion became an order of the Court upon the following vote:

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

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

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; Chase Settle, Extension Agent – Agriculture, regarding 4-H activities; Randy Neal, Commissioner, Precinct No 3, regarding Area I Park project and Robbie Wolf, Commissioner, Precinct No. 2, regarding Wink Barn project.

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

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Senior Citizens Recreation Center to use van for out-of-county trip to Post, Texas on Saturday, March 17, 2012 to attend play entitled "Saint John and the Televangelist" at the Ragtown Gospel Theater, leaving at 9:00 a.m.; 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 Senior Citizens Recreation Center to use van for out-of-county trips once per month; 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 Kermit Garden Club to use Courthouse lobby for flower show on Thursday, November 15, 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 Chase McKinney, District Executive of the Buffalo Trail Council of the Boy Scouts of America to use County Park in Kermit for Cub Scout Day Camp on Wednesday, June 13, 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 Wolf and seconded by Commissioner Neal to approve request of Wink Volunteer Fire Department to use softball field at County Park in Wink for benefit tournament for Ashton Dunnegan on Saturday, March 10, 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 Misti Bell on behalf of Girl Scout Troop 101 to change date on use of Recreation Center at County Park in Kermit from Saturday, April 21, 2012 to Saturday, April 14, 2012 for father-daughter prom; which motion became an order of the Court upon the following vote:

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

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

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve request of Sheriff to build investigator's office in lobby area of Winkler County Law Enforcement Center in the approximate amount of \$4,000.00 from jail travel revenue; 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 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 Neal and seconded by Commissioner Thompson to approve Routine Airport Maintenance Program Agreement between Texas Department of Transportation and Winkler County for lighting inside terminal buildings, with County's match of up to \$25,000.00 to be paid from budgeted funds; which motion became an order of the Court upon the following vote:

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



AVIATION DIVISION
125 E. 11TH STREET - AUSTIN, TEXAS 78701-2483
March 7, 2012
Randy Neal, County Commissioner Pct. #3
County of Winkler
P.O. Drawer Y
Kermit, Texas 79745
TxDOT CSJ No.: M206WNKCO

Dear Commissioner Neal:

We are pleased to return to you the completed fiscal year 2012 Grant for Routine Airport Maintenance Program between the County of Winkler and the Texas Department of Transportation. By receipt of this letter the County of Winkler is given notice to proceed for work as described on Attachment A - Scope of Services of the grant. Under this new agreement all work described in Attachment A shall be accomplished by August 31, 2012.

The Scope of Services of the grant has been revised this year to include a generic list of normal airport maintenance or service items under "General Maintenance" to try and reduce the number of amendments necessary to complete the grant. Special projects such as construction of new improvements or items that are not normal maintenance or services will need to be listed separately under the appropriate category, and any new special project that comes up during the grant year will need an approved amendment to be included on the Scope of Services.

A reimbursement request form is attached to be used as work on the grant progresses. Please be sure to include invoices with the reimbursement request, and remember that we cannot pay for invoices dated before the grant is executed. A project summary sheet is also included with the Notice to Proceed (the date the grant is executed by the State) at the top. Please categorize each project and provide a total expenditure amount along with the associated invoices - if it is not clear what the invoices are for, please label them with the associated project. Mail this request to:

TxDOT Aviation Division, Attn: Megan Caffall
125 E. 11th Street
Austin, Texas 78701-2483

We look forward to the successful completion of this maintenance project. If you need any further information, please call me at 1-800-687-4568 (800-68-PILOT) or e-mail me at megan.caffall@txdot.gov.

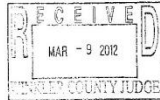
Sincerely,

Megan Caffall

Megan Caffall
RAMP Program Manager

cc: Bryan Raschke, Odessa District

Enclosures



THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS
An Equal Opportunity Employer

TEXAS DEPARTMENT OF TRANSPORTATION - DIVISION OF AVIATION
RAMP Grant Summary of Expenditures

Date of Notice to proceed: March 5, 2012

Project _____ Total Expenditure _____

Comments: _____

Project _____ Total Expenditure _____

Comments: _____

Project _____ Total Expenditure _____

Comments: _____

Project _____ Total Expenditure _____

Comments: _____

Project _____ Total Expenditure _____

Comments: _____

TEXAS DEPARTMENT OF TRANSPORTATION - DIVISION OF AVIATION
RAMP GRANT - Request for Reimbursement Form

SECTION A [TxDOT COMPLETES 1-5] End of Service: 8/31/2012

Estimated Due Date: _____ TxDOT CSJ: M206WNKCO
PAY AS A KIND 31 VOUCHER
Airport: Winkler County Fiscal Year: 2012
Name of Payee: County of Winkler Segment: 76
Texas Payee Identification Number: 17560012027008 Dist/Div: 42
Address: P.O. Drawer Y Kermit, Texas 79745 Function Code: 870S
Object Code: 383

Date Received: _____
1. Grant Amount \$ 50,000.00
2. Less Previous Approved Payments \$
3. AMOUNT APPROVED THIS PAYMENT \$

APPROVAL:
4. Project Manager _____ Date _____
5. Grant Manager _____ Date _____

SECTION B: [SPONSOR COMPLETES 1-7]

1. Final Reimbursement Request [] Yes [] No
2. DATE OF REQUEST: _____
3. Request No.: _____
4. Total amount for invoices attached \$
5. Less 50% Sponsor Share \$
6. AMOUNT OF THIS PAYMENT REQUEST \$

ATTACH COPY OF INVOICES TO THIS REQUEST

7. CERTIFICATION OF SPONSOR
I, _____, do hereby certify that I am _____
(Title of person certifying)

and that I am duly authorized to make this certification for and on behalf of the County of Winkler. I further certify that the attached invoice is correct and that it corresponds in every particular with the supplies and/or services contracted for. I further certify that the account is true, correct, and unpaid.

SIGNATURE: _____

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project No.: AM 2012WNKCO
TxDOT CSJ No.: M206WNKCO

Part I - Identification of the Project

TO: The County of Winkler, Texas
FROM: The State of Texas, acting through the Texas Department of Transportation
This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Winkler, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code, Chapter 21.

The project is for airport maintenance at the Winkler County Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, which ever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2012, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.
3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).
4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

09/01/2011

Page 2 of 12

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

09/01/2011

Page 3 of 12

- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

09/01/2011

Page 4 of 12

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent, exercise supervision and direction of the

09/01/2011

Page 5 of 12

project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
- 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
- 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these

Part VI - Acceptances

Sponsor

The County of Winkler, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 27th day of February, 2012.

Shethelia Reed
 Witness Signature Shethelia Reed
Winkler County Clerk
 Witness Title
Dy. Berni Green, deputy

County of Winkler, Texas
 Sponsor
Bonnie Leck
 Sponsor Signature Bonnie Leck
Winkler County Judge
 Sponsor Title

Certificate of Attorney

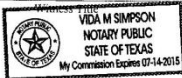
I, Robert Scogin, acting as attorney for the County of Winkler, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Kermit, Texas, this 27th day of February, 2012.

Vida M Simpson
 Witness Signature Vida Simpson

Robert Scogin
 Attorney's Signature Robert Scogin

Notary Public



Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: David S. Fulton

David S. Fulton, Director
 Aviation Division
 Texas Department of Transportation

Date: 3/5/2012

Attachment A
Scope of Services
TxDOT CSJ No.: M206WNKCO

| Eligible Scope Items: | Estimated Costs | | Sponsor Share |
|-----------------------|--------------------|--------------------|--------------------|
| | Amount A | Amount B | Amount C |
| PAVEMENTS | \$0.00 | \$0.00 | \$0.00 |
| GENERAL MAINTENANCE | \$50,000.00 | \$25,000.00 | \$25,000.00 |
| PAVEMENT MARKINGS | \$0.00 | \$0.00 | \$0.00 |
| GRADING/DRAINAGE | \$0.00 | \$0.00 | \$0.00 |
| MISCELLANEOUS | \$0.00 | \$0.00 | \$0.00 |
| Total | \$50,000.00 | \$25,000.00 | \$25,000.00 |

Accepted by: County of Winkler, Texas

Bonnie Leck
Signature Bonnie Leck

Title: Winkler County Judge

Date: February 27, 2012

Notes: (explanations of any specifications or variances as needed for above scope items)

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, approach aids, lighting systems, fencing, herbicide/application, environmental compliance, sponsor owned and operated fuel systems, hangars, buildings, terminal buildings and security systems. Other projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M206WNKCO

The County of Winkler does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

County of Winkler, Texas
(Sponsor)

Bonnie Leck
By: Bonnie Leck

Title: Winkler County Judge

Date: February 27, 2012

State of Texas Single Audit Requirements

I, Randy Neal (Designated Representative), do certify that the County of Winkler will comply with all requirements of the State of Texas Single Audit Act if the County of Winkler spends or receives more than \$500,000 in any funding sources during this fiscal year. And in following those requirements, the County of Winkler will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold of \$500,000.00 in grant expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Randy Neal
Signature Randy Neal

Winkler County Commissioner, Precinct #3
Title

Date: February 27, 2012

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M206WNKCO

The County of Winkler designates, Randy Neal, Winkler County Commissioner, Precinct #3

(Name, Title) as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

County of Winkler, Texas
(Sponsor)
Bonnie Leck
By: Bonnie Leck

Title: Winkler County Judge

Date: February 27, 2012

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Drawer Y
Kermit, TX 79745

Overnight Mailing Address: 100 East Winkler
Kermit, TX 79745

Telephone/Fax Number: Office: (432) 586-6658
Fax: (432) 586-3223

Email address: vida.simpson@co.winkler.tx.us

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to not renew Annual Maintenance Agreement between Winkler County and Priority Pump and Supply for Wind Turbine at Winkler County Law Enforcement Center for the period of February 27, 2012 to February 26, 2013; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve Extended Warranty Agreement with Guardian Security Solutions, LC for Wave 20 Zone Duress Alarm System at Courthouse for the period of March 18, 2012 to March 18, 2013 from budgeted funds; which motion became an order of the Court upon the following vote:

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

| Optional Extended Warranty Agreement | | |
|---|---------------------------------------|-------------------|
| Guardian Security Solutions, LC 3214 122nd Street Lubbock, TX 79423 Voice 1-877-687-2774 Fax 1-800-687-2774 www.myguardiansecurity.net raydunn@myguardiansecurity.net | Winkler County | |
| Sales Person | Date | |
| Ray Dunn | 2/12/12 | Total |
| Total for paid Invoice # | 7996 | \$12,754.00 |
| Extended Warranty Agreement at 10% for 2nd yr of coverage: | | \$1,275.40 |
| | Total | \$1,275.40 |
| Date of coverage: | March 18, 2011 through March 18, 2012 | |
| Optional subsequent years may also be purchased for the following amounts: | | |
| Reminders will be sent out each year for the upcoming year's agreement. | | |
| Extended Warranty Agreement at 13% for 3rd yr of coverage: | | \$1,658.02 |
| Extended Warranty Agreement at 16% for 4th yr of coverage: | | \$2,040.64 |
| All equipment installed from noted invoice will be covered under this agreement. We do not cover vandalism, power surges, lint or dirt in DVRs and the results of lint or dirt, or an act of God as a result of storms. Extended warranty does cover normal wear and tear or equipment failure. If equipment fails due to use or age, Guardian will repair or replace with like equipment based on Guardian's judgment. | | |
| Please check payment option you prefer: | | |
| <input type="checkbox"/> Monthly | | |
| <input type="checkbox"/> Quarterly | | |
| <input type="checkbox"/> Yearly | | |
| Offer accepted and approved by: _____ | | |
| (please print) | | |
| Signature: _____ | Date: _____ | |

GUARDIAN SECURITY SOLUTIONS, L.C.



3214 122nd 806-794-7767
Lubbock, TX 79423 TX LIC#B11916

Also dba Hi Tech Security Solutions, OK Lic#1235

INVOICE

| | |
|-----------|-----------|
| Date | Invoice # |
| 3/18/2010 | 7996 |

| Bill To | | This invoice has been paid in full | | | |
|--|----------------------------------|---|-------|--------------|-------------|
| Winkler County Attn: Bonnie Leck 100 E. Winkler Kermit, TX 79745 | | | | | |
| Mailing Address: PO Box 53874, Lubbock, TX 79453 Fax #806-794-7789 Website: www.gss-lc.com | | P.O. Number | Terms | Sales Person | |
| | | Due on receipt | | | |
| Item Code | Description | Location | Qty | Price Each | Amount |
| Wave20 | Wave 20 Zone Duress Alarm System | | 1 | 8,600.00 | 8,600.00 |
| Secure Panic Button | Panic Button | | 30 | 125.00 | 3,750.00 |
| Belt Clip Button | Belt Clip Button | | 1 | 129.00 | 129.00 |
| Travel and lodging | Travel expense | | | 275.00 | 275.00 |
| Total | | | | | \$12,754.00 |

Please make check to Guardian Security Solutions. Thank you very much for your business.

| | |
|--------------------------|--------------|
| Sales Tax (8.25%) | \$0.00 |
| Payments/Credits | \$-12,754.00 |
| Balance Due | \$0.00 |

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve applying for grant from Doss Foundation for operation of Recreation Center at County Park in Kermit; 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 Thompson and seconded by Commissioner Neal to table installation of electric meter at Courthouse; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$6,160.00 to

Rapid Transport Ltd. for caliche for Area I Park project from budgeted capital expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve payment in the amount of \$1,979.75 to Oberkamp Supply, Inc. for pipe roter for Courthouse 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 approve purchase in the amount of \$1,400.00 for Motorola XTL 2510 mobile radio for Winkler County Emergency Management Coordinator from budgeted funds to be reimbursed to Pretrial Intervention 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 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-Jan-12

| | | |
|----------------------|----|-------------------|
| Balances | \$ | 583,998.34 |
| REVENUE DEPOSITS | \$ | 2,791,947.10 |
| LESS SERVICE CHARGE | \$ | (70.00) |
| LESS RETURNED CHECKS | | |

Amount Paid

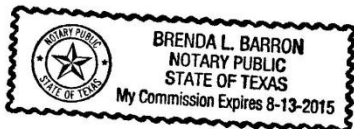
| | | |
|--------------------------|----|---------------------|
| Transfer FICA | \$ | 128,729.44 |
| Accounts Payable | \$ | 709,460.53 |
| Payroll | \$ | 208,835.49 |
| Jury | \$ | 360.00 |
| Wire Transfers-CSCD | \$ | 23.56 |
| Wire Transfers-TCDRS | | |
| Child Support | \$ | 611.08 |
| Wire Transfers-Park | | |
| Tex-Pool | \$ | 1,000,000.00 |
| CD'S | | |
| Hospital in-Out | \$ | 5,880.81 |
| AMOUNT TO BALANCE | \$ | 1,321,974.53 |
| | \$ | 3,375,875.44 |
| | \$ | 3,375,875.44 |

Eulonda Everest
Eulonda Everest, County Treasurer

STATE OF TEXAS
COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 13th day
of Feb 2012

Brenda L. Barron
Winkler County, Texas



There were no HVAC project claims or lighting project claims for the Court to consider at this time.

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

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

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to table approving Wink County Barn construction claims against the County; which motion became an order of the Court upon the following vote:

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

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

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

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

**Winkler County
Line Item Adjustments
February 27, 2012**

EMERGENCY MANAGEMENT

| | | | |
|-----------------------------|------------|-------------|-------------|
| SUPPLIES | 10-235-130 | \$ 3,800.00 | |
| SALARY EMERGENCY MANAGEMENT | 10-230-021 | | \$ 3,800.00 |
| AMD-SALARIES TO SUPPLIES | | | |

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 the following budget amendment(s):

**Winkler County
Budget Amendments
February 27, 2012**

MEALS ON WHEELS

| | | | |
|---|------------|-------------|--|
| MEALS ON WHEELS GRANT FUNDS | 10-104-245 | \$ 2,928.00 | |
| MEALS ON WHEEL EXPENSE | 10-216-094 | \$ 2,928.00 | |
| (TO RECORD RECEIPT AND EXPENDITURES OF TEXANS FEEDING TEXANS GRANT 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 receive the following Monthly Reports from County Officials of fees earned and collected for the month of January, 2012;

MONTHLY REPORTS

| For the Month of | Date Received | Amount |
|--|----------------|---------------|
| Steve Taliaferro, Co Attorney Fee <i>rec 2/14/12 \$100.00 for Jan 2012</i> Hot Check | | |
| Bonnie Leck, County Judge <i>for Jan 2012</i> | <i>2-15-12</i> | <i>\$8.00</i> |
| 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 | | |
| Steve Dunn, Probation | | |
| J.R. Carpenter, Commissioner Precinct #1 <i>JRC</i> | | |
| 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 Neal and seconded by Commissioner Thompson to adjourn the meeting; which motion became an order of the Court upon the following vote:

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

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK