

THE STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 7th day of May, 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 Resolution regarding damage to county roads; which motion became an order of the Court upon the following vote:

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

**RESOLUTION
COUNTY ROAD REPAIR PROGRAM**

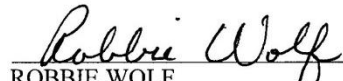
WHEREAS, Texas is currently experiencing record oil and gas drilling activity; and
WHEREAS, new drilling and exploration technology has tremendously increased the oil and gas truck traffic on county roads; and
WHEREAS, this truck traffic has literally destroyed many county roads, creating a safety hazard for the public; and
WHEREAS, Texas counties are dependent upon the property tax and have no source of funding to repair the damage from this oil and gas truck traffic; and
WHEREAS, immediate assistance is require to protect the public and prevent further deterioration of the county roads.
NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Winkler County, Texas, does hereby request that the Texas Transportation Commission and the Legislative Commission and the Legislative Budget Board convene in emergency session to provide assistance to Texas counties to repair and rehabilitate the county roads.
ADOPTED this 7th day of May, 2012.



BONNIE LECK
WINKLER COUNTY JUDGE



J. R. CARPENTER
COMMISSIONER PRECINCT 1



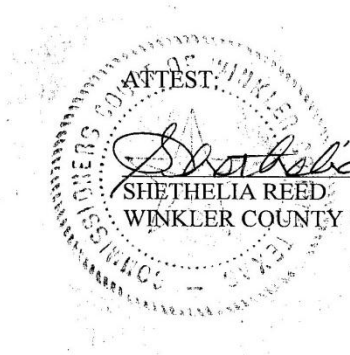

ROBBIE WOLF
COMMISSIONER PRECINCT 2



RANDY NEAL
COMMISSIONER PRECINCT 3



BILLY RAY THOMPSON
COMMISSIONER PRECINCT 4


ATTEST


SHETHELIA REED
WINKLER COUNTY CLERK

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

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

**RESOLUTION
MENTAL HEALTH PATIENTS**

WHEREAS, Texas counties are currently forced to hold mentally incompetent prisoners for an average of six months while awaiting court-ordered transfer to a state mental facility for treatment; and

WHEREAS, each of these pre-trial inmates is costing the local taxpayer approximately \$9,000 during this period of incarceration; and

WHEREAS, the county jail is not an appropriate facility for the mentally ill, and these prisoners pose a high risk of injury to themselves, the jail staff and other prisoners; and

WHEREAS, a State District Court in Travis County has ordered the Department of Health Services to receive these prisoners within 21 days of a judge's order; and

WHEREAS, instead of accepting its responsibility, the State has appealed this order; and


WHEREAS, this delay by the State is increasing the cost to our taxpayers and continuing this improper practice.


NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Winkler County, Texas, does hereby requests that the Governor, the Lieutenant Governor, and the Speaker of the House immediately convene a meeting of the Legislative Budget Board and transfer sufficient funds to enable the admission of these mentally ill persons to a state facility and end the unconscionable practice of holding these prisoners within the county jail.

ADOPTED this 7th day of May, 2012.

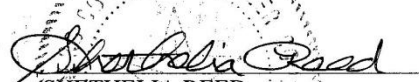
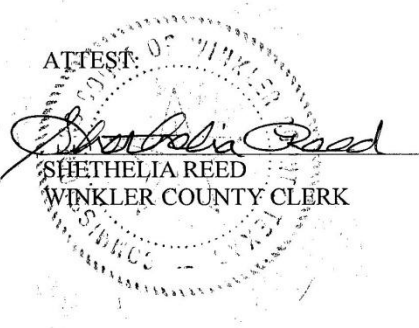

BONNIE LECK
WINKLER COUNTY JUDGE


J. R. CARPENTER
COMMISSIONER PRECINCT 1


ROBBIE WOLF
COMMISSIONER PRECINCT 2


RANDY NEAL
COMMISSIONER PRECINCT 3


BILLY RAY THOMPSON
COMMISSIONER PRECINCT 4

ATTEST:

SHEHELIA REED
WINKLER COUNTY CLERK


A motion was made by Commissioner Wolf and seconded by Commissioner Carpenter to approve Request to Construct Access Driveway on Winkler County Right of Way on County Road 209 by Price Gregory Company; which motion became an order of the Court upon the following vote:

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

**REQUEST TO CONSTRUCT ACCESS DRIVEWAY FACILITIES
ON WINKLER COUNTY RIGHT OF WAY**

The County of Winkler, State of Texas, hereinafter called the County, hereby authorizes PRICE GREGORY COMPANY, hereinafter called the Applicant, to construct access driveway in the county right of way abutting County Road 209, in County Commissioner Precinct Number 2, as shown on the attached sketch or plat, for the purpose of ingress/egress to a pipe yard. (type of facility).

Name of Company PRICE GREGORY COMPANY

Agent Patrick Finnegan Telephone Number 858.232.4606

Comments: _____

1. The Applicant hereby agrees to comply with the terms and conditions set forth in this permit for an access driveway on the county road right of way.
2. All construction and materials shall be subject to inspection and approval by the County Commissioner or Commissioners' Designee.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Applicant, and the County reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the county road. Change in design will be made only with the written approval of the County.
4. The Applicant shall hold harmless and defend the County and it's duly appointed agents and employees against any action for personal injury or property damage
5. Except for regulatory and guide signs at county roads, the Applicant shall not erect any sign on or extending over any portion of the county right of way, and vehicle service fixtures such as fuel pumps, vendor stands or tanks shall be located at least twelve (12) feet from the right of way line to ensure that any vehicle services from these fixtures will not be in the county right of way.

6. The County reserves the right to require a new access driveway permit in the event of a material change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above referenced driveway facilities are not constructed within ninety (90) days from the issuance date of this permit.
8. Applicant shall have all underground utilities marked by contacting Texas Excavation Safety System at Dig-Tess (800) 344-8377 prior to installation. Installation will not occur unless markers are present.
9. Applicant agrees to repair county road to the same condition as existed prior to commencement of the work on the roadway. Said driveway access will be paved with asphalt by applicant and signage put in place to advise vehicles to stop before entering county road.
10. Applicant will indemnify County against all losses, damages, liabilities, expenses or cost incurred or made by County as the necessary result of actions, suits or proceedings from any negligence in the performance of work in connection herewith for any defect in the roadway as a result of the work done by Applicant or its agents, employees and assigns.
11. In the event it becomes necessary after the date of this agreement for the said County roadway to be widened, Applicant will indemnify County for all expenses and costs in connection therewith for adjusting, lowering, deepening and casing said driveway in the County roadway.
12. In the event that any of the cut sections of the identified County road should sink or drop within a five (5) year period after that above-mentioned repair of such section, the Applicant will indemnify County for all costs incurred in connection with the adjustment and repair of such damaged sections.
13. It is further understood that no work will be done under this permit until written approval from the County has been received by the Applicant, and that the offices of the Winkler County Judge and the County Commissioner Precinct Number 2 be advised twenty-four (24) hours prior to the beginning of work covered by this application.

Witness our hands this the 30th day of April, 2012.

Price-Gregory
APPLICANT

BY: 
Patrick Finnegan
AGENT

333 Technology Drive, Suite 215
Canonsburg, PA 15317
ADDRESS

858.232.4606
APPLICANT TELEPHONE

This Application was presented to the Winkler County Commissioners' Court on the _____ day of _____, 20____, and was Approved or Denied as reflected in the Minutes of said meeting.

Bonnie Leck
Winkler County Judge



PRICE GREGORY

920 Memorial City Way, Suite 600
Houston, TX 77024
Phone: 703-780-7500
Fax: 703-780-9388

April 27, 2012

Bonnie Leck
Winkler County Judge

Bonnie,

Per your request, please find attached plot plan and legal description for our pipe yard located on CR209 in Winkler County. If you have any questions or require additional information, please do not hesitate to call.

Sincerely

Patrick Finnegan
Price Gregory Construction
Cell # 858-232-4606

382-839

FILE NO. B40060

THE STATE OF TEXAS)
: KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WINKLER)

THAT THE BUFFALO TRAIL COUNCIL, INC., BOY SCOUTS OF AMERICA, hereinafter known as Grantor, for and in Consideration of Ten Dollars (\$10.00) and other good and valuable considerations, cash in hand paid by MIKE WARREN, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and by these presents does hereby grant, sell and convey subject to the reservations, exceptions and agreements herein contained, unto said MIKE WARREN, herein called "Grantee", its successors and assigns, the following described lot, tract or parcel of land out of the north half of Section 8, Block B-12, Public School Land, Winkler County, Texas, to-wit:

BEGINNING at the northeast corner of said Section 8;

THENCE S. 17 E. 700 feet to a corner in the east line of said Section;

THENCE S. 73 W. 1,000 feet to a corner;

THENCE N. 17 W. 700 feet to a corner in the north line of said Section 8;

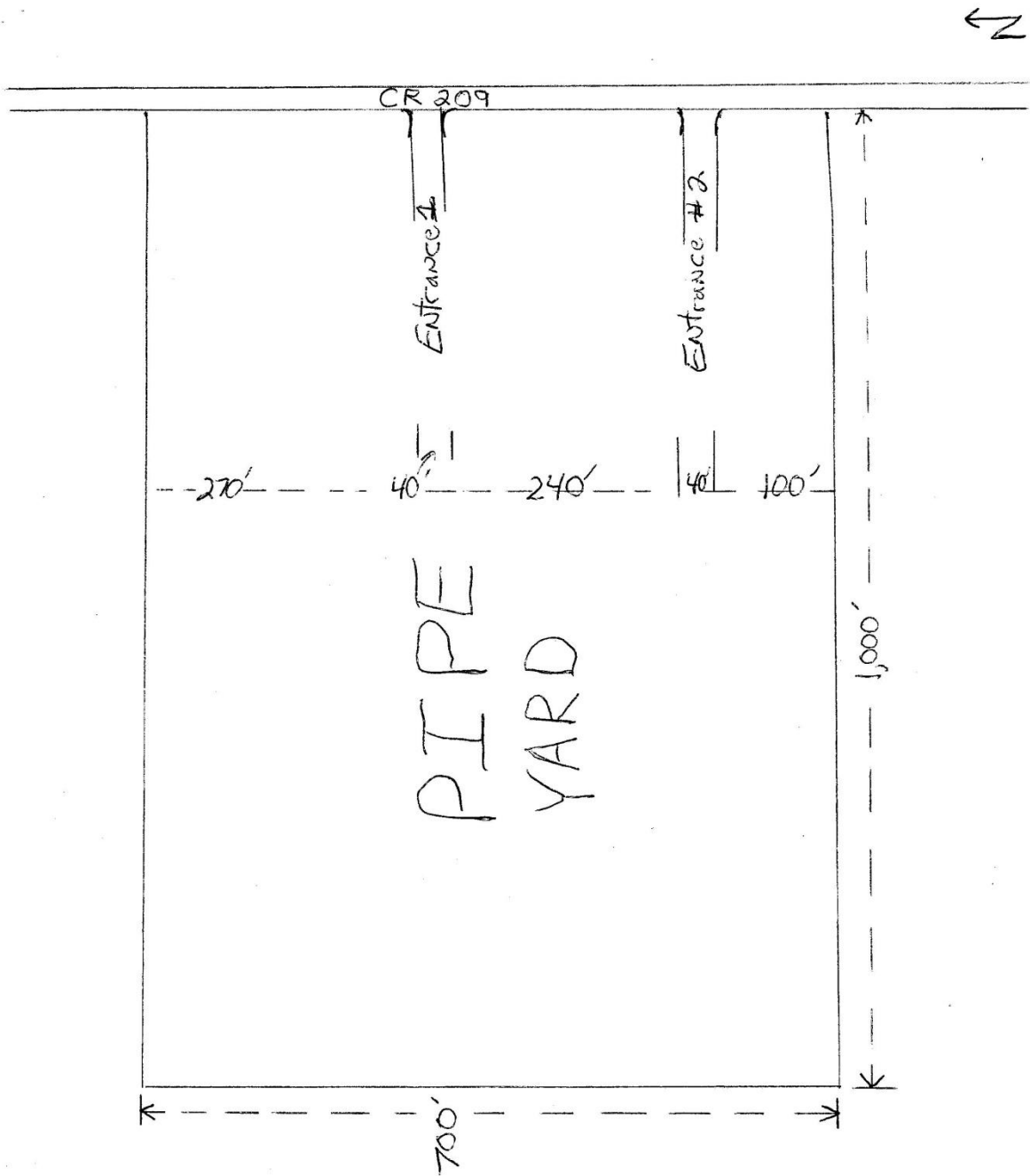
THENCE N. 73 E. along the north line of said Section 8, 1,000 feet to the Place of Beginning and containing 16.07 acres, more or less.

and being the same land as that described as "Second Tract" in a deed dated May 16, 1928, from Humble Oil & Refining Company to Humble Pipe Line Company, to which deed and the record thereof in Volume 26, page 424, Deed Records of said county, reference is here made for all relevant purposes.

Deed Record 382 Page 0839



TRUE AND CORRECT COPY OF ORIGINAL FILED IN WINKLER COUNTY CLERK'S OFFICE



A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Pipeline Construction and Indemnity Contract between Arguijo Oilfield Service and Winkler County at intersection of Van Street and Sage Street, Kermit, Winkler County, Texas; which motion became an order of the Court upon the following vote:

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

County Road Number _____

Precinct Number _____

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

**State of Texas
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Bonnie Leck**, County Judge, and **Arguijo Oilfield Service, Inc.** Applicant, which makes this a contract governing the installation of a **water** pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are **Winkler County, Texas** and **Arguiljo Oilfield Service, Inc.** Winkler County agrees to grant Arguijo Oilfield Service, Inc. at their expense, the right to construct road crossing for 2" pipeline at intersection of Van Street and Sage Street, Kermit, Winkler County, Texas.
2. **CONDITIONS**
When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:
 - a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251.01, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section
 - b. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
 - c. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
 - d. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
 - e. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
 - f. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
 - g. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
 - h. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
 - i. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
 - j. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
 - k. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.
 - l. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
 - m. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.

County Road Number _____

Precinct Number _____

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

3. REMEDY ON DEFAULT

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

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

4. FURTHER WORK

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

5. LIABILITY AND INDEMNITY

Applicant shall

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

County Road Number _____

Precinct Number _____

may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's construction, use and maintenance of the crossing area or by reason of this Agreement.

6. ASSIGNMENT

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

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

County Road Number _____

Precinct Number _____

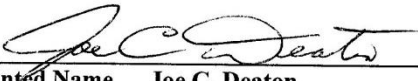
Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the _____ day of _____, 20____, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this the 30th day of April, 2012.

WINKLER COUNTY

By _____
Bonnie Leck
Winkler County Judge

Arguijo Oilfield Service, Inc.

By 
Printed Name Joe C. Deaton
Title Construction Superintendent
Address 2800 West 42nd Street
Odessa, TX 79764
Telephone (432) 550-5650
Cellular Telephone (432) 425-5931
Fax (432) 550-5354

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept grant from Texas Forest Service (Chevron USA Grant) for Wink Volunteer Fire Department for Training Library in the amount of \$7,993.00 and approve expenditure in the amount of \$8,134.58 for purchase of Training Library with the proceeds of the grant, the balance of \$141.58 to be paid from Wink Volunteer Fire Department budgeted funds; which motion became an order of the Court upon the following vote:

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



CHEVRON USA GRANT FUNDING

April 18, 2012

WINK VFD
P O BOX 188
WINK, TX 79789

Case: 1380

Dear Chief:

Your application for grant assistance under the Rural Volunteer Fire Department Assistance Program (HB 2604) has been **APPROVED**. Funds for this grant have been provided courtesy of Chevron USA of Midland, Texas. Chevron USA has specifically identified and selected your fire department to receive this grant. The following items are qualified for cost-share reimbursement:

<u>Item</u>	<u>Our Maximum Cost-share Payment</u>
	100% of the actual cost, not to exceed
TRAINING LIBRARY	\$7,993.00

This grant will expire on 10/18/2012

The attached guidelines describe your obligations under this program. **Please indicate below whether you wish to accept or decline this grant, and return a signed copy to us within 14 days of receipt of this letter.**

Congratulations! Please contact us if you need additional information.

Texas Forest Service

Accept Decline

Signature and Title

Date

DJF/xx (TrainingLibrary.doc)
Attach: 1) Guidelines for Grant Assistance

ActionTraining

S Y S T E M S
 1040 NE Hostmark St
 Suite 100, Poulsbo, WA 98370

QUOTE

Date	Quote #
04/27/12	ATSQ10286

Bill To: Wink Fire Department
 Charles Wolf
 PO Box 188
 Wink, TX 79789

Ship To: Auditors Office / CO Wink
 100 E Winkler
 Kermit, TX 79745

Phone: (432) 586-2035
 Fax: 0

Phone: (432) 586-3161
 Fax: 0

Signature for Authorization: *Charles Wolf*

Quote Expires	Terms	Acct Mgr	P.O. Number or Credit Card Number	FOB	Ship Via
5/27/2012	Net 30	davep	05032012EMC	Poulsbo, WA	UPS Ground

Item #	Qty	Description	Unit Price	Ext. Price
	1	PO 05032012 EMC	\$0.00	\$0.00
REFFFTDVD	1	Firefighter I & II Series, 33 DVDs	\$7,425.00	\$7,425.00
RXXDISDVD33	1	Discount for purchasing 33 DVDs at one time or within one year	-\$890.00	-\$890.00
REFFF1PPT	1	Firefighter I Instructor's PowerPoint Presentation, 23 Titles	\$830.00	\$830.00
REFATSFITS	1	Essentials FF I & II 2008 Edition, ATS Question File - 1824 questions	\$350.00	\$350.00
FITQG	1	FITS Quiz Generator	\$149.00	\$149.00
CODE	1	FITS INSTALLATION PASSWORD (lowercase):	\$0.00	\$0.00
FITS	1	All FITS Items FOB: Petaluma, CA; Shipped: UPS Ground, Estimated ship date	\$0.00	\$0.00
FITS Shipping	1	Shipping & Handling for FITS items	\$9.00	\$9.00
36731	1	Essentials of Fire Fighting - 5th edition: Customizable Curriculum on CD (publisher IFSTA / FPP)	\$60.00	\$60.00
36538	1	ESSENTIALS OF FIRE FIGHTING - 5th EDITION: MANUAL (publisher IFSTA / FPP)	\$56.00	\$56.00
35006	1	Essentials of Firefighting - 5th Edition, printed Student Workbook, (publisher IFSTA/FPP)	\$51.50	\$51.50
36775	1	ESSENTIALS OF FIRE FIGHTING - 5th EDITION: FIREFIGHTER I & II SKILLS HANDBOOK (publisher IFSTA / FPP)	\$68.50	\$68.50

phone:
 800-755-1440 ext 4290

fax:
 800-943-6288

email:
 davep@action-training.com

Dave Perry

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Item #	Qty	Description	Unit Price	Ext. Price
RXXPENMKT	1	Action Training Systems Promotional Pen	\$0.00	\$0.00
RXXCATMKT	1	Action Training Systems Catalog	\$0.00	\$0.00
WARR	1	WARRANTY: Action Training Systems produced DVDs and interactive CBT programs are warranted for 5 years from the date of purchase. Send us what's left, your fault or ours, we'll send you a free replacement of that title.	\$0.00	\$0.00
SG	1	100% SATISFACTION GUARANTEE: If dissatisfied, return any Action Training Systems produced product within 30 days, in resale condition, for a full refund or exchange.	\$0.00	\$0.00
Sig	1	By signing on the signature line you warrant that you have the authority to purchase products for your organization and that your organization agrees to provide payment in US dollars within 30 days. Order processed upon receipt of signed copy.	\$0.00	\$0.00
			SubTotal	\$8,109.00
			Sales Tax	\$0.00
			Shipping	\$25.58
			Total	\$8,134.58

phone:
800-755-1440 ext 4260

fax:
800-943-6288

email:
davep@action-training.com

Dave Perry

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**Rural Volunteer Fire Department Assistance Program
Guidelines for Grant Assistance –
Training Libraries**

Responsibilities of the fire department following notice of grant approval:

1. **Purchase** the approved item or items.
2. Provide the Texas Forest Service with copies of **all vendor invoices and copies of all checks or credit card statements.**
3. Please **fax** to (979) 845-6160.
4. Grants for **training libraries** **expire** 6 months from approval date.

Special Note:

All publications and videos should be ordered through the State Firemen's and Fire Marshals' Association; however, purchase through other providers is acceptable.

The Program will pay for the establishment of a fire publications and video training library. All publications and videos must be housed at a location for access by all county or region departments.

Grants for Training Libraries do not provide reimbursement for the purchase of electronic projectors, computers or satellite-based subscription services.

Equipment or services purchased prior to the award date are ineligible for grant assistance under this program.

Effective 09/01/08

Revised 04/01/11

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept funds in the amount of \$3,000.00 from multiple donors held in an account at Westex Community Credit Union for purchase of drug dog for Winkler County Sheriff's Office; 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 expenditure of funds in the approximate amount of \$4,460.00 to Adlerhorst International, Inc. for purchase of drug dog and transport of dog to Winkler County from Sheriff's Office forfeiture funds (\$1,460.00) and donated fund (\$3,000.00); 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 expenditure of funds in the approximate amount of \$1,500.00 for training and additional expenses for drug dog from Sheriff's Office forfeiture 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 Agreement with Trane for engineering and architectural design of screening/retaining wall to conceal HVAC equipment on East side of Courthouse for review by Texas Historical Commission; which motion became an order of the Court upon the following vote:

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

OFFICE of the COUNTY JUDGE
BONNIE LECK ~ WINKLER COUNTY



*P.O. Drawer Y
Kermit, TX 79745
(432) 586-6658
Fax (432) 586-3223

Vida Simpson
Administrative Assistant*

May 3, 2012

Trane
Attention: Mr. Greg Spencer
1400 Valwood Parkway #100
Carrollton, TX 75006

Dear Greg:

Trane is authorized to proceed with the Architect and Design of a retaining wall around our newly installed HVAC equipment. Trane will provide Winkler County with a fixed price Proposal for the building of a Retaining Wall. This letter also authorizes you to begin working with the Texas Historical Commission in the approval of said retaining wall.

Winkler County will consider entering into an Agreement with Trane within 30 days of the Final Proposal. In this event, the cost of Architect and Design efforts will be included as part of the overall project.

In order to enable Trane to perform Architect and Design, we agree to provide to Trane:

- access to the buildings and to facility and management personnel, and key decision makers, to enable Trane to better understand the facility operations and organizational goals that will help Trane optimize the effectiveness of the proposed project, as required to conduct the study; and
- a time and location for a meeting for presentation of Trane's final proposal; all parties that will be involved in the decision-making process to proceed with the Agreement will attend this meeting.

WINKLER COUNTY will pay a fee of \$4,500.00 to Trane for services and time invested if we do not enter into the Agreement within the 30 day period.

Upon execution of an Agreement with Trane or payment for the retaining wall study, whichever occurs first, Trane shall provide a copy of the Architect and Design documents in its entirety to the Customer.

Sincerely,

Bonnie Leck

Acceptance by Trane

By: _____
Bonnie Leck
Winkler County Judge

By: _____
Greg Spencer
Strategic Sales Leader

Dated _____

Dated: _____

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