

THE STATE OF TEXAS     )  
                                       :  
 COUNTY OF WINKLER     )

On this the 26<sup>th</sup> day of March, 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
Pam Greene	Chief Deputy 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 February, 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, John Leavitt, Manager, regarding the Winkler County Golf Course 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 transfer(s) for Winkler County Memorial Hospital:

LINE ITEM TRANSFERS						
FEBRUARY 2012						
Account		2012	2012	2012	FEBRUARY	
		ORIGINAL	CURRENT	BUDGET	INCREASE	DECREASE
		BUDGET	BUDGET	BALANCE		
<b>RADIOLOGY</b>						
3610-0030-0000	RADIOLOGY - SUPPLIES	\$ 1,200	\$ 1,200	\$ (2,506.31)	\$ 5,000.00	
3610-0046-0000	RADIOLOGY - PROF SERV READ FEE	\$ 40,000	\$ 40,000	\$ 25,791.00		\$ 3,174.00
3610-0059-0000	RADIOLOGY - HOSP INS EXP	\$ 21,912	\$ 21,912	\$ 20,086.00		\$ 1,826.00
					\$ 5,000.00	\$ 5,000.00
<b>RESPIRATORY THERAPY</b>						
3613-0010-0000	RESP THERAPY - SALARY	\$ 66,166	\$ 66,166	\$ 66,166.00		\$ 66,166.00
3613-0045-0000	RESP THERAPY - PROF SERVICES	\$ -	\$ -	\$ (19,977.63)	\$ 66,166.00	
					\$ 66,166.00	\$ 66,166.00
<b>ADMINISTRATIVE SERVICES</b>						
3615-0010-0000	ADMIN-SALARY	\$ 20,960	\$ 20,960	\$ 20,960.00		\$ 3,000.00
3615-0030-0000	ADMIN-SUPPLIES	\$ 1,500	\$ 1,500	\$ 1,345.02		\$ 550.00
3615-5000-0001	ADMIN - COPIER	\$ -	\$ -	\$ (45.58)	\$ 550.00	
					\$ 550.00	\$ 3,550.00
<b>DIETARY</b>						
3618-0030-0000	DIETARY - SUPPLIES	\$ 17,400	\$ 17,400.00	\$ 16,775.57		\$ 6,000.00
3618-0062-0000	DIETARY-MOW-PACKAGING SUPPLIES			\$ (1,784.00)	\$ 6,000.00	
					\$ 6,000.00	\$ 6,000.00
<b>ENVIRONMENTAL SERVICES</b>						
3619-0030-0000	EVN - SUPPLIES	\$ 26,000	\$ 26,000	\$ 23,159.69		\$ 1,500.00
3619-0032-0000	LAUNDRY - SUPPLIES	\$ -	\$ -	\$ (356.68)	\$ 1,500.00	
					\$ 1,500.00	\$ 1,500.00
<b>NG BED PROGRAM</b>						
3613-0045-0000	SWING BED - PROF SERVICES	\$ -	\$ -	\$ (275.00)	\$ 3,000.00	
					\$ 3,000.00	\$ -
<b>TOTAL</b>		\$ 97,569	\$ 97,569	\$ 74,669.04	\$ 82,216.00	\$ 82,216.00

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 Wolf and seconded by Commissioner Thompson to approve request of LULAC to use softball field at County Park in Wink for benefit tournament for Luis Tavarez on Saturday, April 07, 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 Andrea Lujan to use Recreation Center at County Park in Kermit on Saturday, May 19, 2012 for birthday party; 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 Donnell Dodson to use Recreation Center at County Park in Kermit on Friday, June 01, 2012 for family reunion; 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.

The Court heard presentation of Sheriff regarding shift change versus comp time. No action was taken at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to set May 29, 2012 as date for second meeting in May; which motion became an order of the Court upon the following vote:

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

Following discussion regarding pre-season maintenance of swimming pools and review of rules and policies for their operation, a motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve the following rules and policies for the operation of swimming pools:

**Winkler County Fees/Rules  
 Kermit Pool/Spray Park  
 Wink Spray Park**

**Kermit Pool/Spray Park**

Opening Day: TBA  
 Closing Day: TBA

Operating Hours: Closed Monday, Tuesday  
 Open Wednesday –Sunday 1:00 p.m.- 5:30 p.m.

6 Lifeguards + Manager (4 at Pool, 1 at Spray Park, 2 at Slide)

Salaries: Manager \$12/hr. (Must approve all OT with Commissioner)  
 Lifeguards \$10/hr.

Pool/Park Entry Fees: Student through High School \$1.00  
 Adult \$2.00

**Children Under 10 years of age must be accompanied by an adult.**

Please Note: Separate Rental for Spray Park & Slide  
 Pool/Park Parties: \$75.00 per session for Spray Park; \$150 for both facilities  
 Sessions: 6:00 – 8:00 p.m. / 8:00 p.m.-10:00 p.m.

**Wink Spray Park**

Opening Day: ASAP  
 Closing Day: TBA

Operating Hours: Closed Wednesday's  
 Open Monday, Tuesday 1:00 pm-6:00 pm, Thursday-Sunday 1:00 pm-6:00pm

2 Lifeguards + Manager

Salaries: Manager \$12/hr. (Must approve all OT with Commissioner)  
 Lifeguards \$10/hr.

Spray Park Entry Fee: 0

**Children Under 10 years of age must be accompanied by an adult**

Pool/Park Parties: \$50.00 per session Sessions: 6:00 – 8:00 p.m. / 8:00 p.m.-10:00 p.m.

Parties are scheduled through Human Resources Office (586-2526) and are not considered reserved until rental fee is paid.

Approved in Commissioners' Court on March 26, 2012

**Pool Party Guidelines**  
 For Swimming Pools and Splash Parks

- \_\_\_\_\_ Approximate number of swimmers. \_\_\_\_\_
- \_\_\_\_\_ Young children (infants/toddlers) who cannot swim need to come with a parent/guardian to watch them at all times.
- \_\_\_\_\_ If you know your party will have a lot of young children, let us know the approximate number so we can prepare for more lifeguards to accommodate your party.
- \_\_\_\_\_ Absolutely no alcohol on the premises.
- \_\_\_\_\_ The guards are here to supervise and make sure the children are safe. There are usually only two (2) lifeguards working the party; the parents need to help watch their own children. Children six (6) and under are not allowed to swim during the day without a adult/guardian. This rule applies to pool parties.
- \_\_\_\_\_ If you book the party from 6-8 pm and someone else books a party from 8- 10 pm, you will be asked to clear the pool fifteen (15) minutes early to clean up and be ready to vacate the pool area by 8 pm.
- \_\_\_\_\_ If you have a child in diapers, they must wear a swimmer diaper. A regular diaper will not hold and will cause bacteria to get into the pool. If you bring a child without a swimmer diaper, they will not be allowed to swim (No Exceptions).

Approved in Commissioners' Court on March 26, 2012.

**WINKLER COUNTY  
 KERMIT, TEXAS 79745  
 PH: 432-586-2526  
 FAX: 432-586-3223**

**Rules**



- \_\_\_\_\_ • No alcohol allowed on premises.
- \_\_\_\_\_ • No tobacco/chew allowed on premises.
- \_\_\_\_\_ • No glass containers allowed on premises.
- \_\_\_\_\_ • No chewing gum allowed on premises.
- \_\_\_\_\_ • No sunflower seeds allowed on premises.
- \_\_\_\_\_ • No bobby hair pins
- \_\_\_\_\_ • No non-water related toys allowed on premises
- \_\_\_\_\_ • No silly string

Signature and Date: \_\_\_\_\_

Approved in Commissioners' Court on March 26, 2012

**POOL MANAGER**

**DAILY**

- \_\_\_\_\_ 1. Keep a daily customer sign-in sheet.
- \_\_\_\_\_ 2. Keep a daily employee sign in and out sheet and document total hours worked each day. Transfer their daily total hours to a timesheet at the end of the pay period.
- \_\_\_\_\_ 3. Timesheets along with the sign in-out sheets will run from Friday to Thursday. They need to be turned in to the Human Resource office every other Friday by 9:00 am to avoid any delay in payroll.
- \_\_\_\_\_ 4. Timesheet must be signed by the employee and a Manager in order to get paycheck on payday.

**BI-WEEKLY**

- \_\_\_\_\_ 5. Daily customer sign-in sheets will be turned in every other Friday along with the employee in-out sheets and Timesheets to the Human Resource Dept.

**Weekly-Kermit Manager**

- \_\_\_\_\_ 6. Daily money collected from pool needs to be deposited at West Texas State Bank with deposit slip provided.
- \_\_\_\_\_ 7. Leave the daily sign-in log, daily report and the stamped deposit slip at the auditor's office.

Employee \_\_\_\_\_ Date \_\_\_\_\_

**(Any questions, please call Geneva at 586-2526)**

Approved in Commissioners' Court on March 26, 2012

WINKLER COUNTY  
KERMIT, TEXAS 79745  
Ph: 432-586-2526  
Fax: 432-586-3223

**Manager/Lifeguard  
CLEANING DUTIES/RULES**

- \_\_\_\_ 1. All trash cans must have a lid on top.
- \_\_\_\_ 2. All trash cans must be emptied and cleaned before and after each shift.
- \_\_\_\_ 3. The drinking fountain should be clean and operational.
- \_\_\_\_ 4. All bathrooms must be equipped with toilet paper and paper towels at all times.
- \_\_\_\_ 5. All bathrooms should be bleached daily, swept and mopped.
- \_\_\_\_ 6. PH and Chlorine should be kept and documented every (2) hours. TDH Guidelines are attached.
- \_\_\_\_ 7. Pool should be swept and vacuumed daily and cleaned of all debris.
- \_\_\_\_ 8. Pool should be cleaned before all parties.
- \_\_\_\_ 9. All chairs must be stacked and stored in designated area before leaving duty.
- \_\_\_\_ 10. Cell phones or any other electronic device will not be permitted while on duty. They should be left at home or in vehicle.
- \_\_\_\_ 11. Work shirt will be worn while on duty, except while on break.
- \_\_\_\_ 12. Lifeguards must stay at their post during the required time, except when rotation of guards every 30 minutes.
- \_\_\_\_ 13. Lifeguards should be at the pool 15 minutes prior to a party.
- \_\_\_\_ 14. Lifeguards will patrol the pool during parties.
- \_\_\_\_ 15. Lifeguards do no swim at parties.
- \_\_\_\_ 16. Lifeguards do not have friends at parties.
- \_\_\_\_ 17. Lifeguards are not allowed at the pool after hours to swim with friends.
- \_\_\_\_ 18. Lifeguards do not write/allow anyone to write on the walls of the facility.
- \_\_\_\_ 19. No jewelry is to be worn except a watch.
- \_\_\_\_ 20. Lifeguards/Managers will not leave the premises during work hours.

\_\_\_\_\_  
Employee  
\_\_\_\_\_  
Date

Approved in Commissioners' Court on March 26, 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 requests of Commissioners, Precinct Nos. 2 and 3, to hire employees for Winkler County water parks 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 requests of Commissioners, Precinct Nos. 1, 3 and 4, to hire one (1) summer employee per precinct and Commissioner, Precinct No. 2, to hire two (2) summer employees (one (1) for precinct and one (1) for Wink barn) from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Carpenter and seconded by Commissioner Wolf to approve request of Commissioner, Precinct No. 1, to purchase top dressing material for use on golf course greens at Winkler County Golf Course from Osborne Sand in the amount of \$2,040.00 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 Neal and seconded by Commissioner Thompson to approve request of Commissioner, Precinct No. 3, to purchase fertilizer for Area I Parks and Winkler County Law Enforcement Center from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Commercial Electricity Service Agreement between Winkler County and Direct Energy (bid out by TASB) for 24 month period beginning January 31, 2013; which motion became an order of the Court upon the following vote:

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



**AGREEMENT TO COMMERCIAL ELECTRICITY SERVICE AGREEMENT**

This Agreement is made this 22nd day of March 2012 between Winkler County, Iowa, a political subdivision of the State of Iowa, and Direct Energy, a corporation organized under the laws of the State of Iowa.

Winkler County, Iowa, through its Board of Supervisors, is the duly authorized representative of the County for the purpose of entering into this Agreement with Direct Energy.

Direct Energy, through its duly authorized representative, is the duly authorized representative of the Company for the purpose of entering into this Agreement with Winkler County.

**COUNTY OF WINKLER**  
 By: *[Signature]* **DEAN 2012**  
 Title: **County Auditor**  
 Date: **3/22/12**

**DIRECT ENERGY**  
 By: *[Signature]*  
 Title: **Account Executive**  
 Date: **3/22/12**

Account Number	Account Name	Rate Class	Rate	Rate Class	Rate	Rate Class	Rate
0001	Winkler County	0001	1.18	0001	1.18	0001	1.18
0002	Winkler County	0002	1.18	0002	1.18	0002	1.18
0003	Winkler County	0003	1.18	0003	1.18	0003	1.18
0004	Winkler County	0004	1.18	0004	1.18	0004	1.18
0005	Winkler County	0005	1.18	0005	1.18	0005	1.18
0006	Winkler County	0006	1.18	0006	1.18	0006	1.18
0007	Winkler County	0007	1.18	0007	1.18	0007	1.18
0008	Winkler County	0008	1.18	0008	1.18	0008	1.18
0009	Winkler County	0009	1.18	0009	1.18	0009	1.18
0010	Winkler County	0010	1.18	0010	1.18	0010	1.18

Accepted and agreed to by the Board of Supervisors of Winkler County, Iowa, this 22nd day of March 2012.

*[Signature]*  
 Title: **County Auditor**  
 Date: **3/22/12**

**DEPARTMENT OF REVENUE**

**AGREEMENT TO COMMERCIAL ELECTRICITY SERVICE AGREEMENT**

This Agreement is made this 22nd day of March 2012 between Winkler County, Iowa, a political subdivision of the State of Iowa, and Direct Energy, a corporation organized under the laws of the State of Iowa.

Winkler County, Iowa, through its Board of Supervisors, is the duly authorized representative of the County for the purpose of entering into this Agreement with Direct Energy.

Direct Energy, through its duly authorized representative, is the duly authorized representative of the Company for the purpose of entering into this Agreement with Winkler County.

**COUNTY OF WINKLER**  
 By: *[Signature]*  
 Title: **County Auditor**  
 Date: **3/22/12**

**DIRECT ENERGY**  
 By: *[Signature]*  
 Title: **Account Executive**  
 Date: **3/22/12**

Account Number	Account Name	Rate Class	Rate	Rate Class	Rate	Rate Class	Rate
0001	Winkler County	0001	1.18	0001	1.18	0001	1.18
0002	Winkler County	0002	1.18	0002	1.18	0002	1.18
0003	Winkler County	0003	1.18	0003	1.18	0003	1.18
0004	Winkler County	0004	1.18	0004	1.18	0004	1.18
0005	Winkler County	0005	1.18	0005	1.18	0005	1.18
0006	Winkler County	0006	1.18	0006	1.18	0006	1.18
0007	Winkler County	0007	1.18	0007	1.18	0007	1.18
0008	Winkler County	0008	1.18	0008	1.18	0008	1.18
0009	Winkler County	0009	1.18	0009	1.18	0009	1.18
0010	Winkler County	0010	1.18	0010	1.18	0010	1.18

Accepted and agreed to by the Board of Supervisors of Winkler County, Iowa, this 22nd day of March 2012.

*[Signature]*  
 Title: **County Auditor**  
 Date: **3/22/12**

**DEPARTMENT OF REVENUE**

**AGREEMENT TO COMMERCIAL ELECTRICITY SERVICE AGREEMENT**

This Agreement is made this 22nd day of March 2012 between Winkler County, Iowa, a political subdivision of the State of Iowa, and Direct Energy, a corporation organized under the laws of the State of Iowa.

Winkler County, Iowa, through its Board of Supervisors, is the duly authorized representative of the County for the purpose of entering into this Agreement with Direct Energy.

Direct Energy, through its duly authorized representative, is the duly authorized representative of the Company for the purpose of entering into this Agreement with Winkler County.

**COUNTY OF WINKLER**  
 By: *[Signature]*  
 Title: **County Auditor**  
 Date: **3/22/12**

**DIRECT ENERGY**  
 By: *[Signature]*  
 Title: **Account Executive**  
 Date: **3/22/12**

Account Number	Account Name	Rate Class	Rate	Rate Class	Rate	Rate Class	Rate
0001	Winkler County	0001	1.18	0001	1.18	0001	1.18
0002	Winkler County	0002	1.18	0002	1.18	0002	1.18
0003	Winkler County	0003	1.18	0003	1.18	0003	1.18
0004	Winkler County	0004	1.18	0004	1.18	0004	1.18
0005	Winkler County	0005	1.18	0005	1.18	0005	1.18
0006	Winkler County	0006	1.18	0006	1.18	0006	1.18
0007	Winkler County	0007	1.18	0007	1.18	0007	1.18
0008	Winkler County	0008	1.18	0008	1.18	0008	1.18
0009	Winkler County	0009	1.18	0009	1.18	0009	1.18
0010	Winkler County	0010	1.18	0010	1.18	0010	1.18

Accepted and agreed to by the Board of Supervisors of Winkler County, Iowa, this 22nd day of March 2012.

*[Signature]*  
 Title: **County Auditor**  
 Date: **3/22/12**

**DEPARTMENT OF REVENUE**

**AGREEMENT TO COMMERCIAL ELECTRICITY SERVICE AGREEMENT**

This Agreement is made this 22nd day of March 2012 between Winkler County, Iowa, a political subdivision of the State of Iowa, and Direct Energy, a corporation organized under the laws of the State of Iowa.

Winkler County, Iowa, through its Board of Supervisors, is the duly authorized representative of the County for the purpose of entering into this Agreement with Direct Energy.

Direct Energy, through its duly authorized representative, is the duly authorized representative of the Company for the purpose of entering into this Agreement with Winkler County.

**COUNTY OF WINKLER**  
 By: *[Signature]*  
 Title: **County Auditor**  
 Date: **3/22/12**

**DIRECT ENERGY**  
 By: *[Signature]*  
 Title: **Account Executive**  
 Date: **3/22/12**

Account Number	Account Name	Rate Class	Rate	Rate Class	Rate	Rate Class	Rate
0001	Winkler County	0001	1.18	0001	1.18	0001	1.18
0002	Winkler County	0002	1.18	0002	1.18	0002	1.18
0003	Winkler County	0003	1.18	0003	1.18	0003	1.18
0004	Winkler County	0004	1.18	0004	1.18	0004	1.18
0005	Winkler County	0005	1.18	0005	1.18	0005	1.18
0006	Winkler County	0006	1.18	0006	1.18	0006	1.18
0007	Winkler County	0007	1.18	0007	1.18	0007	1.18
0008	Winkler County	0008	1.18	0008	1.18	0008	1.18
0009	Winkler County	0009	1.18	0009	1.18	0009	1.18
0010	Winkler County	0010	1.18	0010	1.18	0010	1.18

Accepted and agreed to by the Board of Supervisors of Winkler County, Iowa, this 22nd day of March 2012.

*[Signature]*  
 Title: **County Auditor**  
 Date: **3/22/12**



10. **Administrative Expenses:** The Agreement shall provide for the payment of the administrative expenses of the Agreement, including the cost of the preparation, negotiation, execution, and recording of the Agreement, and the cost of the preparation, negotiation, execution, and recording of any amendments, modifications, or supplements to the Agreement. The administrative expenses shall be paid by the County and the School District in the following manner:

10.1. **County's Share:** The County shall pay the cost of the preparation, negotiation, execution, and recording of the Agreement, and the cost of the preparation, negotiation, execution, and recording of any amendments, modifications, or supplements to the Agreement. The County shall also pay the cost of the preparation, negotiation, execution, and recording of the Agreement, and the cost of the preparation, negotiation, execution, and recording of any amendments, modifications, or supplements to the Agreement, in the following manner:

10.2. **School District's Share:** The School District shall pay the cost of the preparation, negotiation, execution, and recording of the Agreement, and the cost of the preparation, negotiation, execution, and recording of any amendments, modifications, or supplements to the Agreement. The School District shall also pay the cost of the preparation, negotiation, execution, and recording of the Agreement, and the cost of the preparation, negotiation, execution, and recording of any amendments, modifications, or supplements to the Agreement, in the following manner:

11. **Term of Agreement:** The Agreement shall be in full force and effect for a term of five (5) years, beginning on the date of the execution of the Agreement by the County and the School District, and shall be subject to automatic renewal for successive five (5) year terms, unless either party gives written notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the expiration of the current term of the Agreement.

11.1. **Renewal:** The Agreement shall be renewed for successive five (5) year terms, unless either party gives written notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the expiration of the current term of the Agreement.

11.2. **Termination:** The Agreement shall be terminated if either party gives written notice to the other party of its intent to terminate the Agreement at least ninety (90) days prior to the expiration of the current term of the Agreement.

11.3. **Assignment:** The Agreement shall be assignable by either party to its successors, assigns, or transferees, and shall be binding on the successors, assigns, or transferees of either party.

12. **Entire Agreement:** The Agreement shall constitute the entire agreement between the County and the School District, and shall supersede all other agreements, understandings, or arrangements, written or oral, between the County and the School District, relating to the subject matter of the Agreement.

12.1. **Amendments:** The Agreement may be amended, modified, or supplemented by a written instrument executed by both the County and the School District.

12.2. **Waiver:** The failure of either party to exercise any right or remedy provided for in the Agreement shall not constitute a waiver of that right or remedy, and shall not prevent either party from exercising that right or remedy at any time.

12.3. **Severability:** If any provision of the Agreement is held to be unenforceable or invalid, that provision shall be deemed to be severed from the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect.

12.4. **Force Majeure:** The Agreement shall be subject to termination if either party is prevented from performing its obligations under the Agreement due to circumstances beyond its control, including but not limited to acts of God, war, terrorism, or other events beyond the control of either party.

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve Resolution adopting County Investment Policy effective March 26, 2012; which motion became an order of the Court upon the following vote:

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

**WINKLER COUNTY**

**INVESTMENT POLICY**

**EFFECTIVE MARCH 26, 2012**



## I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

### **General Statement**

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A&B to define and adopt a formal investment policy. See attachment A: Resolution to Adopt Investment Policy. This policy will be reviewed and adopted by resolution at least annually.

### **Funds Included**

This investment policy applies to all financial assets of all funds of the County of Winkler, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Winkler County and any depository bank.

### **County's Investment Officer**

In accordance with Sec. 116.112(A), Local Government Code and/or Chapter 2256, Sec. 2256.005(f) and (g), the County Auditor, under the direction of the Winkler County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The Commissioners Court shall designate by resolution one or more officers or employees as investment officer.

If the investment officer has a personal business relationship with an entity - or is related within the second degree by affinity or consanguinity to an individual - seeking to sell an investment to the county, the investment officer must file a statement disclosing that personal business interest - or relationship - with the Texas Ethics Commission and the Commissioners Court.

### **Quality, Capability and Training of Investment Officer**

It is the County's policy to provide training required by the Public Funds Act, Sec. 2256.008 as follows:

- (1) the investment officer shall attend at least one training session relating to the officer's responsibilities within 12 months after assuming duties.
- (2) the investment officer is required to attend a training session not less than once in a two-year period and receive not less than 10 hours of instruction relating to investment responsibilities from an independent source approved by the Commissioners Court or a designated investment committee advising the investment officer as provided for in the investment policy of the local government. See Attachment E, Certification of Training Statement.

## II. INVESTMENT OBJECTIVES

### **General Statement**

Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County will follow investment strategies appropriate to each type of fund that are adopted by Commissioners Court resolution. See Attachment B: Resolution to Adopt Investment Strategies Per Type of Fund.

### **Safety Maintenance of Adequate Liquidity**

Winkler County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction.

The County's investment portfolio must be structured in conformance with an asset/liability management plan which provides for liquidity necessary to pay obligations as they become due.

### **Diversification**

It will be the policy of Winkler County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

### **Yield**

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

### **Maturity**

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the county is one (1) year with the exception of \$1,000,000.00 of fund balance that may have a maximum allowable stated maturity of (2) two years.

### **Investment Strategies**

In accordance with the Public Funds Investment Act, a separate written investment strategy will be developed for each of the funds under Winkler County's control. Each strategy must describe the investment objectives for the particular fund using the following priorities of importance:

- (1) understanding of the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio;

Winkler County Investment Policy  
Effective March 26, 2012

- (6) yield; and
- (7) maturity restrictions.

Attachment C includes investment strategies for all funds. In accordance with the Public Funds Investment Act, investment strategies will be reviewed and adopted by resolution at least annually.

### III. INVESTMENT TYPES

#### Authorized

The Winkler County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law:

- A. Obligations of, or guaranteed by, governmental entities:
  - (1) obligations of the United States or its agencies and instrumentalities;
  - (2) direct obligations of this state or its agencies and instrumentalities;
  - (3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities.
- B. Certificates of deposit if issued by a state or national bank, which has its main office or a branch office in this state and is:
  - (1) guaranteed or insured by the Federal Deposit Insurance Corporation;
- C. Eligible investment pools (as discussed in the Public Funds Investment Act, Sec. 2256.016-2256.019) if the Commissioners Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. A county by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchase with its local funds.

The settlement of all transactions, except investment pool funds and mutual funds, are on a delivery versus payment basis.

#### Prohibited

The Winkler County Investment Officer will not use any investment not enumerated above.

### IV. INVESTMENT RESPONSIBILITY AND CONTROL

#### Investment Institutions Defined

The Winkler County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

- (1) Depository Bank;
- (2) Other state or national banks domiciled in Texas that are insured by FDIC;
- (3) Public funds investment pools; Texpool or
- (4) Saving & Loans domiciled in Texas that are insured by FDIC;
- (5) State and Federal Credit Unions domiciled in Texas that are insured by National Credit Union Share Insurance Fund.

#### Standards of Operations

The County Auditor/Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

Winkler County Investment Policy  
Effective March 26, 2012

**Audit Control**

The Winkler County Commissioners Court, at a minimum, will have an annual financial audit of all county funds and reports prepared by the investment officer by an independent auditing firm, as well as a compliance audit of management controls on investments and adherence to the entity's established investment policies. The results of the audit shall be reported to the Commissioners Court.

**Standard of Care**

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

**Acknowledgement of Receipt and Review of Winkler County's Investment Policy**

A written copy of Winkler County's Investment Policy shall be presented to all business organizations engaged in any investment transactions with Winkler County. The business organization shall execute a written instrument in a form acceptable to Winkler County and the business organization stating that:

- (1) the business organization has received and reviewed Winkler County's Investment Policy
- (2) acknowledge that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Winkler County and the organization that are not authorized by the entity's investment policy. The acknowledgement must be signed by a "Qualified Representative" which means a person who holds a position with the business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(A) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution ; or

(B) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool.

See Attachment F which is the Acknowledgement of Receipt and Review of Winkler County's Investment Policy.

## V. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

### Monthly Report

At least monthly, the investment officer shall prepare and submit to the Commissioners Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- (1) describe in detail the investment position of the county on the date of the report;
- (2) be prepared jointly by all investment officers of the county;
- (3) be signed by each investment officer of the county;
- (4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
  - (A) beginning fair market value for the reporting period;
  - (B) additions and changes to the fair market value during the period;
  - (C) ending fair market value for the period; and
  - (D) fully accrued interest for the reporting period;
- (5) state the book value and fair market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the county for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the county as it relates to:
  - (A) the investment strategy expressed in the county's investment policy; and
  - (B) relevant provisions of this chapter.

*Fair Market Value will be quoted using the Wall Street Journal dated the last day of the month of the report*

### Notification of Investment Changes

It shall be the duty of the County Investment Officer of Winkler County, Texas to notify the Winkler County Commissioners Court of any significant changes in current investment methods and procedures prior to their implementation.

### Noted Changes to Investment Policy

In accordance with Sec. 2256.005(e) the Investment Policy so adopted shall record any changes made from the policy previously adopted. Noted changes to Winkler County's Investment Policy, effective February 22, 2010 are as follows:

Changes to III-Investment Types (B) Certificates of Deposit

**VI. INVESTMENT COLLATERAL AND SAFEKEEPING**

**Collateral or Insurance**

The Winkler County Investment Officer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract.

**Safekeeping**

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

## VII. NON-COUNTY FUNDS

The Tax Assessor/Collector, County Clerk and District Clerk funds fall into this category. These funds are not considered funds that belong to county but could be considered a liability for the County. All funds will be invested in compliance with the Public Funds Investment Act and the County's Investment Policy except when a court order is issued to follow a different procedure.

### **Tax Assessor/Collector**

County funds are invested to enhance investment return for the County before the funds are receipted by the County. State funds in the custody of the Tax Assessor/Collector may be invested before remitting to the State.

### **County Clerk Trust Funds**

County Clerk Trust funds are received by court order from either Commissioners Court, County Courts at Law or County Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the County Courts and County Courts at Law prior to disbursement of the funds.

### **District Clerk Trust Funds**

District Clerk Trust funds are received by court order from the District Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the District Courts prior to the disbursement of the funds.



ATTACHMENT: A

WINKLER COUNTY INVESTMENT POLICY

A RESOLUTION

THE STATE OF TEXAS

COUNTY OF WINKLER

BE IT RESOLVED that the Winkler County Commissioners' Court convened on the 26th day of March, 2012, in the Commissioners' Courtroom in the Winkler County Courthouse in Kermit, Texas with the following members present:

- Bonnie Leck, County Judge Presiding
- J.R. Carpenter, Commissioner Precinct One
- Robbie Wolf, Commissioner Precinct Two
- Randy Neal, Commissioner Precinct Three
- Billy Ray Thompson, Commissioner Precinct Four

Being five members present and among other proceedings, had the following order passed:

WHEREAS, it is required that the Winkler County Commissioners' Court adopt a County Investment Policy in accordance with the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A & B.

BE IT ORDERED, ADJUDGED AND DECREED by the Winkler County Commissioners' Court that the Commissioners' Court adopt the Winkler County Investment Policy effective the 26th day of March, 2012.

WHEREFORE, on the motion of Randy Neal and seconded by Billy Ray Thompson, the members of the Winkler County Commissioners' court approved this resolution on this the 26th of March, 2012.

*Bonnie Leck*  
\_\_\_\_\_  
Bonnie Leck, Winkler County Judge

*J.R. Carpenter*  
\_\_\_\_\_  
J. R. Carpenter  
Commissioner Precinct One

*Robbie Wolf*  
\_\_\_\_\_  
Robbie Wolf  
Commissioner Precinct Two

*Randy Neal*  
\_\_\_\_\_  
Randy Neal  
Commissioner Precinct Three

*Billy Ray Thompson*  
\_\_\_\_\_  
Billy Ray Thompson  
Commissioner Precinct Four

ATTEST:

*Shethelia Reed*  
\_\_\_\_\_  
Shethelia Reed  
County Clerk  
By: *Pam Greene, deputy*  
Pam Greene, Chief Deputy  
Winkler County Clerk

A motion was made by Commissioner Wolf and seconded by Commissioner Carpenter to approve Resolution adopting County Investment Strategy effective March 26, 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 Wolf to approve granting easement to Plains Pipeline for access to their property from County Road 201 with the understanding that Plains will pave driveway access and install proper signage to advise vehicles to stop before entering County Road 201; which motion became an order of the Court upon the following vote:

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

REQUEST FOR DESIGNATION OF LOCATION FOR ACCESS DRIVEWAY  
OF A WINKLER COUNTY, TEXAS ROAD

THE STATE OF TEXAS  
COUNTY OF WINKLER

As consideration of permission for the driveway access in the right of way of Winkler County Road No. 201, as shown on the attached sketch or plat, for the purpose of ingress/egress to a proposed crude oil transport truck unloading station, the undersigned, Wayne E. Roberts, Agent for Plains Pipeline, L.P., does hereby agree to repair to the same condition as existed prior to commencement of the work on the roadway and does hereby further agree that said applicant will indemnify Winkler County against all losses, damages, liabilities, expenses or cost incurred or made by Winkler 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.

It is further understood and agreed that said driveway access will be paved with asphalt by applicant and signage put in place to advise vehicles to stop before entering County Road 201.

It is further understood that in the event it becomes necessary after the date of this agreement for the said County roadway to be widened, applicant will indemnify Winkler County for all expenses and costs in connection therewith for adjusting, lowering, deepening and casing said driveway in the County roadway.

It is further understood that in the event that of any of the cut sections of the identified County Road should sink or drop within a five-year period after that above-mentioned repair of such section, the applicant will indemnify Winkler County for all costs incurred in connection with the adjustment and repair of such damaged sections.

It is further understood that no work will be done under this permit until written and/or verbal approval has been received by the applicant, and that the offices of the Honorable Judge Leck and County Commissioner Precinct 2 be advised twenty-four (24) hours prior to the beginning of work covered by this permit. Plains Pipeline, L.P., respectfully requests to construct an access driveway on the Winkler County right of way abutting County Road Number 201.

Witness our hands this 22<sup>nd</sup> day of March, 2012.

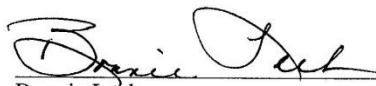
Plains Pipeline, L.P.  
APPLICANT

#6 Desta Drive, Suite 6600, Midland, TX 79705  
ADDRESS

  
By: Agent

(432) 686-1767  
APPLICANT PHONE  
(432) 413-2574

This request was presented to the Winkler County Commissioners' Court on the 26<sup>th</sup> day of March, 2012, and was Approved (~~or~~) ~~Denied~~ as reflected in the Minutes of said meeting.

  
Bonnie Leck  
Winkler County Judge

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following list of equipment to be declared surplus and to be sold at auction on March 31, 2012:

**Auction List 2012**

1994 GMC 2500 r/c	3882
1979 Chevrolet C70 Dump	6897
1989 Chevrolet 1500 r/c	4874
1994 GMC 2500 r/c	5907
1985 Ford F350 Welder Truck	0594
1984 Ford F150 4x4 r/c	6024
2002 John Deere F935 Mower	5684
1995 Ford F350 d/c Diesel	6908
1996 John Deere Gator	2310
2000 Ford F150 r/c	1828
1998 Ford F150 r/c	9292
1985 Ford F700 Bucket Truck	6709

Updated 3/8/2012

Page 1

2002 Ransom Mower	0434
1999 John Deere 3215 A Fairway Mower	0194
1997 Ransom Mower	0102
1987 Shopmade Trailer	4404
1984 Shopmade Trailer	5536
Ingersoll Rand Air Compressor	7830
1984 Shopmade Trailer	5537
Trailer Gray two-wheel	6973
Ransom Mower	0152
Red Cotton Style Trailer	2010
Two (2) Trailer Axles	
Small green two-wheel trailer	
Small yellow two-wheel trailer	
Eleven (11) assorted air conditioners	

Updated 3/8/2012

Page 2

Single Deck Brush Hog Mower	
Spreader Box	
1992 Blue Bird Bus	9147
1990 Ford Mini-Pumper Truck	7901
Computer Desk	Hospital
Hoshizaki ice maker	Hospital
Charcoal grill	Hospital
Three (3) 37" metal doors	Hospital
Four (4) 37" wooden solid doors	Hospital
4' wooden solid door	Hospital
4' metal door	Hospital
Five (5) paper towel holders	Hospital
Nine (9) jumbo roll toilet paper holders	Hospital
Window air unit	Hospital

Updated 3/8/2012

Page 3

Two (2) dorm size refrigerators	Hospital
Z fold paper towel holder	Hospital
Metal door hangers	Hospital
5-drawer chest	Hospital
Fire extinguisher case w/fire extinguisher	Hospital
Two (2) metal chairs	Hospital
3' x 3' table	Hospital
Green office chair	Hospital
Red office chair	Hospital
Green office chair w/armrest	Hospital
Welch Allyn wall gauges	Hospital
Three (3) 19" televisions	Hospital
Twelve (12) soap dispensers	Hospital
Seven (7) night stands	Hospital

Updated 3/8/2012

Page 4

Executive desk	Hospital	Three (3) lamps	Hospital
4' folding table	Hospital	Seven (7) bio hazard bins	Hospital
Three (3) 8' folding table	Hospital	Ten (10) trash bins	Hospital
Two (2) 8' narrow folding table	Hospital	Shower chair	Hospital
Four (4) index card holders	Hospital	Five (5) portable toilet chairs	Hospital
VCR w/remote	Hospital	Two (2) x-ray view boxes	Hospital
Sixteen (16) sharp container holders	Hospital	Two (2) laundry bins	Hospital
Twelve (12) pictured wall frames	Hospital	Four (4) mayo stands	Hospital
Six (6) office chairs	Hospital	Four (4) wheelchairs	Hospital
Seven (7) yellow chairs	Hospital	Three (3) utility carts	Hospital
Three (3) dining room chairs	Hospital	Four (4) steel carts	Hospital
Grey cloth chair	Hospital	Restaurant mixer #03006, Serial 1508084	Comm. Cntr.
Three (3) typewriters	Hospital	Restaurant stove w/griddle, Wolf #03001	Comm. Cntr.
Six (6) rolling stools	Hospital		

*Agenda 3-26*

**Winkler Co  
Memorial Hospital**

Auction Items

- Computer Desk
- Hoshizaki Ice maker
- Charcoal Grill
- 37" metal door x 3
- 37" wooden solid door x 4
- 4' wooden solid door
- 4' metal door
- Paper towel holder x 5
- Jumbo roll toilet paper holder x 9
- Window air unit
- Dorm size refrigerator x2
- Z fold paper towel holder
- Metal door hangers
- 5 drawer chest
- Dining room Chairs X 3
- Grey cloth chair
- Typewriter X 3
- Rolling Stools X 6
- Lamps X 3
- Bio Hazard bins X 7
- Trash bins X 10
- Shower chair X 1
- Portable toilet chairs X 5
- X-ray View box X 2
- Laundry bins X 2
- Mayo stands X 4
- Wheelchairs X 4
- Utility carts X 3
- Steel carts X 4

- Fire extinguisher case w/ fire extinguisher
- Metal chairs x 2
- 3'x3' table
- Green office chair
- Red office chair
- Green office chair w/ armrest
- Welch allyn wall gages
- 19" TV x 3
- Soap dispensers X 12
- Night stands X 7
- Executive Desk
- 4' folding table X 1
- 8' folding table X 3
- 8' narrow folding table X 2
- Index card holders X4
- VCR w/remote
- Sharp container holders X 16
- Pictured wall frames X 12
- Office Chairs X 6
- Yellow Chairs X 7

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

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

The Court discussed 2012 paving project. No action was taken.

After reviewing specifications for asphalt and gravel for 2012 paving project, a motion was made by Commissioner Wolf and seconded by Commissioner Thompson to authorize the County Auditor to advertise for bids for asphalt and gravel for 2012 paving project; said bids to be received until 10:00 o'clock A.M. on Monday, May 14, 2012, with the Commissioners' Court reserving the right to reject any and all bids; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to not approve request of Don Nan Pump and Supply for 20 percent (20%) discount (\$123.40) on \$616.90 invoice from Winkler County Emergency Service for ambulance service; 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 \$50.00 to Jerry L. Phillips, Agent, State Farm Insurance, for the following surety bond:

- a. Katy Pauline Kline – Wink Librarian; expires March 31, 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 payment in the amount of \$1,635.03 to Tescos for electrical work at Winkler County Airport from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner 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

**29-Feb-12**

<b>Balances</b>	<b>\$ 1,321,974.53</b>
REVENUE DEPOSITS	\$ 5,792,390.00
LESS SERVICE CHARGE	\$ (70.00)
LESS RETURNED CHECKS	

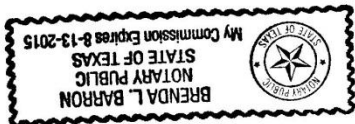
**Amount Paid**

Transfer FICA	\$ 133,803.35
Accounts Payable	\$ 855,416.49
Payroll	\$ 216,128.77
Jury	\$ -
Wire Transfers-CSCD	\$ 23.56
Wire Transfers-TCDRS	
Child Support	\$ 611.08
Wire Transfers-Park	\$ 361,350.00
Tex-Pool	\$ 4,500,000.00
CD'S	
Hospital in-Out	\$ 5,880.81
<b>AMOUNT TO BALANCE</b>	<b>\$ 1,041,080.47</b>
	<b>\$ 7,114,294.53</b>
	<b>\$ 7,114,294.53</b>

*Eulonda Everest*  
Eulonda Everest, County Treasurer

STATE OF TEXAS  
COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 15th day  
of March 2012



*Brenda L. Barron*  
Winkler County, Texas

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve HVAC 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

There were no lighting project claims, park project claims or Wink County Barn construction claims 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



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

**WINKLER COUNTY  
LINE ITEM TRANSFERS  
MARCH 26, 2012**

<b>COUNTY AUDITOR</b>			
POSTAGE	10-202-100	\$	30.00
SUPPLIES	10-202-030		\$ 30.00
AMD-SUPPLIES TO POSTAGE			
<b>COMMUNITY CENTER KERMIT</b>			
EQUIPMENT	10-204-080	\$	2,000.00
EQUIPMENT	10-205-080		\$ 2,000.00
AMD-WCC EQUIPMENT TO KCC EQUIPMENT			
<b>DISTRICT COURT REPORTER</b>			
SUB COURT REPORTER	10-225-020	\$	1,000.00
TRANSCRIPTS	10-225-079		\$ 1,000.00
AMD-TRANSCRIPTS TO SUB COURT REPORTER			

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

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

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

**WINKLER COUNTY  
BUDGET AMMENDMENTS  
MARCH 26, 2012**

<b>MEMORIAL HOSPITAL</b>			
COMMITTED WCMH OPERATING	10-104-226	\$	33,650.00
HOSPITAL SUPPORT	10-600-084	\$	33,650.00
TO RECORD TOBACCO FUNDS COMMITTED FOR HOSPITAL SUPPORT			
<b>NONDESIGNATED</b>			
CAPITAL EXPENDITURES	10-230-080	\$	7,000.00
COMMITTED EQUIPMENT	10-104-226	\$	7,000.00
TO RECORD TRANSFER OF FUNDS FOR CH MOWER			
<b>NONDESIGNATED</b>			
CAPITAL EXPENDITURES	10-230-080	\$	97,387.00
COMMITTED CH LIGHTING & HVAC	10-104-226	\$	97,387.00
TO RECORD TRANSFER OF FUNDS FOR CH LIGHTING AND HVAC			

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 receive the following Monthly Reports from County Officials of fees earned and collected for the month of February, 2012:

MONTHLY REPORTS

For the Month of	Date Received	Amount
Steve Taliaferro, Co Attorney Fee _____ Hot Check _____		
Bonnie Leck, County Judge _____		
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 <u>For Feb 2012</u>	<u>3-13-12</u>	<u>\$18,868.41</u>
J.R. Carpenter, Commissioner Precinct #1 <u>J.R. Carpenter</u>		
Robbie Wolf, Commissioner Precinct #2 <u>Robbie Wolf</u>		
Randy Neal, Commissioner Precinct #3 <u>Randy Neal</u>		
Billy Ray Thompson, Commissioner Precinct #4 <u>Billy Ray Thompson</u>		
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 Wolf 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 Wolf 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 Carpenter 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