

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 13th day of May, 2013, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Bonnie Leck	County Judge
Billy Stevens	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 and asked for matters of business from the audience.

The Court heard presentation of Bryan Raschke, Director of Operations, Texas Department of Transportation, concerning truck route around City of Kermit and signage for said truck route.

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to table approving purchase of signage for truck route and contract labor to install the signs from lateral road fund; which motion became an order of the Court upon the following vote:

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

There was no financial information or monthly reports regarding Winkler County Memorial Hospital for the Court to consider at this time.

There were no line item transfer(s) or salary schedule change(s) regarding Winkler County Memorial Hospital for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve designating the building located at 401 South Pine Street in Kermit an annex to the Winkler County Courthouse; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf and Neal
 Noes: Commissioner Thompson

Following discussion regarding relocation expense for Justice of the Peace, Precinct No. 1, a motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve \$1,600.00 for relocation expense to install hardware and software for access to County server from

Justice of the Peace Technology Funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf and Neal
Noes: Commissioner Thompson

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Patricia Muniz to use Recreation Center at County Park in Kermit for kindergarten graduation on Thursday, May 30, 2013; which motion became an order of the Court upon the following vote:

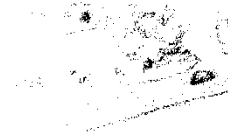
Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve request of Senior Citizens Recreation Center to use van for out-of-county trip to Odessa, Texas on Wednesday, May 15, 2013 to attend Senior Celebration at the Ector County Coliseum leaving at 9:00 a.m.; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Proclamation declaring the week of May 19-25, 2013 as Emergency Medical Services Week in Winkler County with the theme "EMS: One mission. One team."; which motion became an order of the Court upon the following vote:

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



PROCLAMATION

2013 Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness and injury; and

WHEREAS, Emergency Medical Service plays a critical role in public outreach and injury prevention, and is evolving in its role as an important member of the healthcare community; and

WHEREAS, first responders, emergency medical technicians and paramedics stand ready to provide compassionate lifesaving care to those in need twenty-four hours a day, seven days a week; and

WHEREAS, emergency medical responders are supported by emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, researchers, emergency nurses, emergency physicians and others; and

WHEREAS, the members of Emergency Medical Service teams, both career and volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of Emergency Medical Service practitioners by designating Emergency Medical Services Week.

NOW, THEREFORE, WE, THE WINKLER COUNTY COMMISSIONERS' COURT do hereby proclaim the week of May 19 – 25, 2013, as **Emergency Medical Services Week with the theme “EMS: One mission. One team.”** in Winkler County and call upon the people of Winkler County to observe this week with appropriate programs, ceremonies, and activities.

THEREFORE, IN OFFICIAL RECOGNITION WHEREOF, we, the undersigned do hereby affix our signatures this 13th day of May, 2013.

Bonnie Leck
Winkler County Judge

Billy J. Stevens
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

Pam Greene, deputy

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Proclamation declaring the week of June 02-08, 2013 as National Garden Week 2013 in Winkler County; which motion became an order of the Court upon the following vote:

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

PROCLAMATION National Garden Week 2013

WHEREAS, Gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

WHEREAS, Gardeners seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

WHEREAS, Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

WHEREAS, Gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

WHEREAS, Gardening furnishes a challenging and productive activity for many citizens, for those just learning as well as those having years of experience; and

WHEREAS, Gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

WHEREAS, Gardening enables members of Garden Clubs across the nation and the world to serve others in the communities where they reside and work; and

WHEREAS, Winkler County appreciates the Kermit Garden Club for their projects and work to beautify our community;

NOW, THEREFORE, Be It Resolved that in an effort to acknowledge the importance of Gardening and the numerous contributions of Gardeners, the Winkler County Commissioners' Court designates the week of June 2 – 8, 2013 as National Garden Week in Winkler County, Texas.

ADOPTED THIS THE 13th DAY OF MAY, 2013.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE WINKLER COUNTY COMMISSIONERS' COURT:

Bonnie Leck

Bonnie Leck
Winkler County Judge

Bill J. Stevens
County Commissioner, Precinct 1

Randy Neal
County Commissioner, Precinct 3

Robbie Wolf
County Commissioner, Precinct 2

Billy Ray Thompson
County Commissioner, Precinct 4

ATTEST

Shethelia Reed
Shethelia Reed, Winkler County Clerk
by: *Ann Greene*, deputy

A motion was made by Commissioner and seconded by Commissioner to receive Monthly Report of Investment Officer; which motion became an order of the Court upon the following vote:

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

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40	CERTIFICATES OF DEPOSIT											
41	SOUTHWEST BANK-WINK	0.23%	2/1/2014	\$99,999.00		\$99,999.00	\$99,999.00	\$100,542.99	\$100,189.00	\$200.00	\$119.53	\$18.90
42	COMMERCIAL STATE OF ANDREWS	0.355%	1/16/2014	\$100,000.00		\$100,000.00	\$100,000.00	\$100,043.99	\$99,999.99	(\$500.01)	\$49.93	\$49.94
43	PECOS STATE BANK	0.302%	7/13/2013	\$250,000.00		\$250,000.00	\$250,000.00	\$250,610.00	\$249,750.00	(\$860.00)	\$127.39	\$115.07
44	SECURITY STATE BANK OF MONAHANS	0.302%	3/20/2014	\$150,000.00		\$150,000.00	\$150,000.00	\$150,091.00	\$148,975.00	(\$1,116.00)	\$38.27	\$34.04
45	WEST TEXAS STATE BANK OF KERMIT	0.450%	4/24/2013	\$2,000,000.00		\$2,000,000.00	\$2,000,000.00	\$2,002,380.00	\$1,999,500.00	(\$2,880.00)	\$739.00	\$1,112.44
46	COMMERCIAL STATE OF ANDREWS	0.435%	9/17/2013	\$150,000.00		\$150,000.00	\$150,000.00	\$150,054.00	\$149,805.00	(\$249.00)	\$55.20	\$57.53
47	TRANSPecos BANKS OF PECOS	0.33%	9/29/2013	\$150,000.00		\$150,000.00	\$150,000.00	\$150,727.90	\$150,200.00	\$527.90	\$35.75	\$40.32
48	TRANSPecos BANKS OF PECOS	0.30%	3/31/2013	MAT'D REU		\$100,000.00	\$100,000.00	\$100,595.00	\$100,200.00	\$395.00	\$25.48	\$22.96
49	WEST TEXAS NATIONAL BANK OF KERMIT	0.45%	3/27/2014	\$150,000.00		\$150,000.00	\$150,000.00	\$150,577.50	\$150,075.00	\$502.50	\$57.33	\$57.35
50	WEST TEXAS NATIONAL BANK OF KERMIT	0.55%	7/2/2013	\$1,000,000.00		\$1,000,000.00	\$1,000,000.00	\$1,000,385.00	\$1,000,050.00	\$335.00	\$38.22	\$34.44
51	WEST TEXAS STATE BANK OF KERMIT	0.65%	7/13/2013	\$1,000,000.00		\$1,000,000.00	\$1,000,000.00	\$1,001,850.00	\$999,500.00	(\$2,350.00)	\$467.12	\$421.92
52	WEST TEXAS STATE BANK OF KERMIT			\$5,149,999.00								
53												
54												
55	BALANCE-CDS					\$5,249,999.00	\$5,249,999.00	\$5,259,081.98	\$5,243,573.99	(\$5,425.01)	\$2,121.09	\$2,406.73
56	CASH IN BANK-KERMIT STATE BANK	0.000%				\$1,574,957.62	\$2,053,376.53	\$1,574,957.62	\$2,053,376.53		\$0.00	\$0.00
57												
58	TOTAL CASH IN BANK					\$1,574,957.62	\$2,053,376.53	\$1,574,957.62	\$2,053,376.53		\$0.00	\$0.00
59												
60												
61												
62	March 31, 2013				GENERAL FUND	HOSPITAL PROJECT	INTEREST & SINKING					3/31/2013
63	TOTAL ASSETS: CASH IN BANK, TEXPOOL, FEDERAL RESERVE INVESTMENTS				\$16,628,954.30	\$	\$76,990.72					\$3,166,620.00
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70	THE STATE OF TEXAS, COUNTY OF WINKLER, Before me, the undersigned authority, on this day personally appeared, Jeanna Wilhelm, Winkler County Investment Officer, who being by me duly sworn, upon oath, says that the within											
71	and foregoing report is true, correct and prepared in compliance with generally accepted accounting principles.											
72												
73		Sworn and subscribed before me, this the _____ of _____, 2013.										
74												



Jeanna Wilhelm
Winkler County Investment Officer
Clerk, by Sheri Reed
County Court, Winkler County, Texas

WINKLER COUNTY HOSPITAL BOND INTEREST

<u>MARCH TRANSACTIONS</u>					
3/13/2013 45219-45220	\$	5.00	\$	5,575.62	\$ 508.50 \$364,388.83
3/15/2013 45227-45228			\$	10,432.96	\$ 333.21 \$375,155.00
3/21/2013 45267-45268			\$	937.86	\$ 230.65 \$376,323.51
3/28/2013 45269-45270			\$	501.90	\$ 165.31 \$376,990.72
	\$	5.00	\$	17,448.34	\$ 1,237.67

WINKLER COUNTY EMPLOYEE BENEFIT FUND

<u>MAR BANK TRANSATIONS</u>						
<u>DATE</u>	<u>CHECK NUMBERS</u>	<u>DENTAL</u>	<u>MEDICAL</u>	<u>STOP LOSS</u>	<u>DEPOSITS</u>	<u>BALANCE</u>
3/4/2013	BCBS 2/23-2/28/13		\$ 15,861.53			\$ 422,728.18
3/6/2013	BCBS 2/1-2/28/13		\$ 37,571.82			\$ 385,156.36
3/7/2013	7867-7871	\$ 1,193.00				\$ 383,963.36
3/8/2013	BCBS 3/1-3/8/13		\$ 3,791.48			\$ 380,171.88
3/14/2013	7872-7879	\$ 755.20	\$ 3,399.50		\$ 154,015.00	\$ 530,032.18
3/15/2013	BCBS 3/9-3/15/13		\$ 9,264.34			\$ 520,767.84
3/21/2013	7880-7884	189.2	\$ 9,514.00			\$ 511,064.64
3/22/2013	BCBS 3/16-3/22/13		\$ 24,144.91			\$ 486,919.73
3/26/2013	BCBS 3/2-3/8/13		\$ 20,267.19			\$ 466,652.54
		\$ 2,137.40	\$ 123,814.77	\$ -	\$ 154,015.00	

MARCH BANK TRANSACTION										
DATE	RHC	ER	CHECK NUMBER	PAYROLL	ACCOUNTS PAYABLE	MASTERCARD EXPENSE	COUNTY SUPPORT	WIRE		BALANCE
DEPOSIT	RECEIPT NUMBER	RECEIPT NUMBER						TRANSFERS	DEPOSITS	
3/1/2013								\$ 5,411.99	\$ 1,347.49	\$ 185,345.64
3/1/2013								\$ 3,143.58		\$ 190,757.63
3/1/2013								\$ 1,718.06		\$ 193,901.21
3/1/2013								\$ 1,169.03		\$ 195,619.27
3/1/2013								\$ 820.13		\$ 196,788.30
3/1/2013								\$ 571.15		\$ 197,608.43
3/1/2013								\$ 523.81		\$ 198,179.58
3/1/2013								\$ 91.53		\$ 198,794.92
3/1/2013								\$ 67.36		\$ 198,862.28
3/1/2013								\$ 35.23		\$ 198,897.51
3/4/2013									\$ 4,831.22	\$ 203,728.73
3/4/2013								\$ 6,221.55		\$ 209,950.28
3/4/2013								\$ 5,316.91		\$ 215,267.19
3/4/2013								\$ 2,070.71		\$ 217,337.90
3/4/2013								\$ 1,330.83		\$ 218,668.73
3/4/2013								\$ 139.47		\$ 218,808.20
3/4/2013								\$ 101.60		\$ 218,909.80
3/4/2013								\$ 85.03		\$ 218,994.83
3/4/2013								\$ (45.00)		\$ 218,949.83
3/6/2013	55740-wd									\$ 218,949.83
3/6/2013	55737-55739				\$ 11,652.04					\$ 207,297.79
3/5/2013								\$ 1,106.11	\$ 8,221.31	\$ 215,519.10
3/5/2013								\$ 942.37		\$ 216,625.21
3/5/2013								\$ 183.20		\$ 217,567.58
3/5/2013								\$ 133.75		\$ 217,750.78
3/5/2013								\$ 77.72		\$ 217,884.53
3/5/2013								\$ 39.43		\$ 217,962.25
3/6/2013									\$ 3,861.52	\$ 218,001.68
3/6/2013								\$ 3,908.96		\$ 221,863.20
3/6/2013								\$ 590.65		\$ 225,772.16
3/6/2013								\$ 325.39		\$ 226,362.81
3/6/2013								\$ 264.47		\$ 226,688.20
3/7/2013									\$ 1,606.99	\$ 226,952.67
3/7/2013								\$ 7,429.68		\$ 228,559.66
3/7/2013								\$ 1,039.02		\$ 235,989.34
3/7/2013								\$ 809.28		\$ 237,028.36
3/7/2013								\$ 572.56		\$ 237,837.64
3/7/2013								\$ 372.35		\$ 238,410.20
3/7/2013								\$ 317.17		\$ 238,782.55
3/7/2013								\$ 182.15		\$ 238,099.72
3/7/2013								\$ 39.68		\$ 239,281.87
3/8/2013								\$ 3.00		\$ 239,321.55
25247-25256			\$	79,739.16						\$ 239,324.55
55741-55748					\$ 9,533.74					\$ 159,585.39
3/8/2013										\$ 150,051.65

[illegible]

3/22/2013			\$	1,920.00		\$	65,320.94
3/22/2013			\$	1,310.59		\$	66,631.13
3/22/2013			\$	1,083.47		\$	67,714.60
3/22/2013			\$	486.74		\$	68,201.34
3/22/2013			\$	462.83		\$	68,664.17
3/22/2013			\$	90.00		\$	68,754.17
3/22/2013			\$	0.17		\$	68,754.34
3/25/2013			\$		7,829.50	\$	76,583.84
3/25/2013			\$	16,718.34		\$	93,302.18
3/25/2013			\$	1,899.71		\$	95,201.89
3/25/2013			\$	1,091.70		\$	96,293.59
3/25/2013			\$	432.20		\$	96,725.79
3/25/2013			\$	220.34		\$	96,946.13
3/25/2013			\$	204.82		\$	97,150.95
3/25/2013			\$	101.60		\$	97,252.55
3/25/2013			\$	89.67		\$	97,342.22
3/26/2013			\$	18.61		\$	97,360.83
3/26/2013			\$		36,546.26	\$	133,907.09
3/26/2013			\$	1,817.44		\$	135,724.53
3/26/2013			\$	1,477.29		\$	137,201.82
3/26/2013			\$	758.89		\$	137,960.71
3/26/2013			\$	705.86		\$	138,666.57
3/26/2013			\$	688.15		\$	139,354.72
3/27/2013			\$		483.42	\$	139,838.14
3/27/2013			\$	803.90		\$	140,642.04
3/27/2013			\$	709.07		\$	141,351.11
3/27/2013			\$	526.48		\$	141,877.59
3/27/2013			\$	331.65		\$	142,201.29
3/27/2013			\$	261.81		\$	142,463.10
3/27/2013			\$	41.94		\$	66,980.96
3/27/2013			\$	13.05		\$	66,994.01
3/28/2013			\$		1,730.45	\$	68,724.46
3/29/2013			\$	1,638.13		\$	70,362.59
3/29/2013			\$	497.96		\$	70,860.55
3/29/2013			\$	416.73		\$	71,277.28
3/29/2013			\$	297.55		\$	71,574.83
3/29/2013			\$	197.80		\$	71,772.63
3/29/2013			\$	138.61		\$	71,911.24
3/29/2013			\$	106.39		\$	72,017.63
3/29/2013			\$	102.41		\$	72,120.04
3/29/2013			\$	69.57		\$	72,189.61
3/29/2013			\$	18,336.86		\$	90,526.47
3/29/2013			\$	4,843.21		\$	95,369.68
3/29/2013			\$	2,049.95		\$	97,419.63
3/29/2013			\$	1,264.71		\$	98,684.34
3/29/2013			\$	679.26		\$	99,363.60
3/29/2013			\$	401.63		\$	99,765.23
3/29/2013			\$	346.30		\$	100,111.53
3/29/2013			\$	124.30		\$	100,235.83
3/29/2013			\$	29.42		\$	100,265.25



Internet Banking - Image Display

[Print Image](#) [Close Window](#) [View Back](#)

ADVICE OF CHARGE	WEST TEXAS STATE BANK	ACCOUNT NUMBER	* 1550497
DATE 3-11-13	WE DEBIT YOUR ACCOUNT AS FOLLOWS		AMOUNT
APPROVED BY W	CL#1008 From Email Dadd was returned. legal line was altered.		
Winter County Memorial Hospital		↓ TOTAL AMOUNT ↓	\$ 59.96
⑆5589⑆0000⑆		TRAN CODE	89

<https://olb.wtstatebk.com/olbb/showimage.asp?acct=1550497&chck=0&date=03/11/2013&...> 4/1/2013



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ADVICE OF CHARGE	WEST TEXAS STATE BANK	ACCOUNT NUMBER	* 1550497
DATE 3-13-13	WE DEBIT YOUR ACCOUNT AS FOLLOWS		AMOUNT
APPROVED BY W	CL # 10779 from Mark or Laurie Thomas ran in deposit for \$66.74, legal line reads \$66.00		
Winkler County Memorial Hospital		↓ TOTAL AMOUNT ↓	\$.74
⑆5589⑆0000⑆		TRAN CODE	89

<https://olb.wtstatebk.com/olbb/showimage.asp?acct=1550497&chck=0&date=03/13/2013&...> 4/1/2013



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ADVICE OF CHARGE

WEST TEXAS STATE BANK

ACCOUNT
NUMBER

* 1550497

DATE
3/19/13
APPROVED BY
CH / MHT

WE DEBIT YOUR ACCOUNT AS FOLLOWS		AMOUNT
on check #9999 on Thomas K. Mander check reads \$25.15 but legal line reads \$20.00		5.00

Winkler County Memorial Hospital

↓ TOTAL AMOUNT ↓

\$ 5.00

TRAN CODE

89

⑆5589⑈0000⑆

<https://olb.wtstatebk.com/olbb/showimage.asp?acct=1550497&chck=0&date=03/19/2013&...> 4/1/2013

Date: 04/01/2013
Time: 11:23:41

Check Register
WINKLER COUNTY HOSPITAL
03/01/2013 - 03/31/2013

Page: 1
ap/o_ckjrn1

Check No.	AP	Chk Date	Doc No	Payee	Net Amount
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Facility: HOS - WINKLER CO MEMORIAL HOS

Account Number: 10000000 - CASH ON HAND
Department Number: 000 -

		03/11/2013	711	NAOMI SOLTERO	.00
		03/25/2013	797	NAOMI SOLTERO	.00
55671	Y	03/11/2013	645	AIR FILTRATION PRODUCTS & SVC	563.40
55672	Y	03/11/2013	646	AIRGAS SOUTHWEST INC	329.88
55673	Y	03/11/2013	647	ALCO DISCOUNT STORE	95.92
55674	Y	03/11/2013	648	AMANDA DARLING	1,207.94
55675	Y	03/11/2013	649	AMERICAN SOLUTIONS	357.95
55676	Y	03/11/2013	650	AT&T	48.27
55677	Y	03/11/2013	651	BAXTER HEALTHCARE-DALLAS	783.86
55678	Y	03/11/2013	652	BCBS OF TEXAS	220.50
55679	Y	03/11/2013	653	BEN E KEITH	521.19
55680	Y	03/11/2013	654	BIBBY FINANCIAL SERVICES CA,IN	2,684.98
55681	Y	03/11/2013	655	BLAINE INDUSTRIAL SUPPLY	704.10
55682	Y	03/11/2013	656	CAMILLE SELBY	50.83
55683	Y	03/11/2013	657	CANON FINANCIAL SERVICES, INC.	1,037.10
55684	Y	03/11/2013	658	CARDINAL HEALTH	1,205.31
55685	Y	03/11/2013	659	CONCORD MEDICAL GROUP	70,275.00
55686	Y	03/11/2013	660	CRG ELECTRIC, INC.	1,505.00
55687	Y	03/11/2013	661	DAVID E. WOMACK	540.00
55688	Y	03/11/2013	662	DERRICK WORKMAN	29.73
55689	Y	03/11/2013	663	DOCTOR STANLY T SELBY PA	33,333.33
55690	Y	03/11/2013	664	ENGLAND ENTERPRISES	275.00
55691	Y	03/11/2013	665	ESTELLA MARES	67.83
55692	Y	03/11/2013	666	FLEETWOOD FINANCIAL	4,202.24
55693	Y	03/11/2013	667	HD SUPPLY FACILITIES	462.15
55694	Y	03/11/2013	668	HEALTHLAND	1,111.36
55695	Y	03/11/2013	669	IVANS	327.00
55696	Y	03/11/2013	670	JACKSON & CARTER PLLC	2,092.50
55697	Y	03/11/2013	671	LABORATORY SUPPLY CO	3,931.84
55698	Y	03/11/2013	672	LACOSTA MILLER	35.00
55699	Y	03/11/2013	673	LESLIE BULLARD	36.03
55700	Y	03/11/2013	674	MCKEE KARLA	52.75
55701	Y	03/11/2013	675	MEDLINE INDUSTRIES INC	745.49
55702	Y	03/11/2013	676	MERRY X-RAY	54.46
55703	Y	03/11/2013	677	MINDRAY DS USA, INC	653.60
55704	Y	03/11/2013	678	MOORE MEDICAL,LLC	681.50
55705	Y	03/11/2013	679	OFFICE DEPOT	2,255.45
55706	Y	03/11/2013	680	PATTERSON MEDICAL	414.36
55707	Y	03/11/2013	681	PATTERSON OFFICE SUPPLIES	447.30
55708	Y	03/11/2013	682	PC MALL	168.04
55709	Y	03/11/2013	683	PHYSICIAN SALES & SERVICE	206.15
55710	Y	03/11/2013	684	PHYSICIANS RECORD CO	54.13
55711	Y	03/11/2013	685	PILKINGTON WILLIAM	112.30
55712	Y	03/11/2013	686	POSITIVE PROMOTIONS, INC.	139.95
55713	Y	03/11/2013	687	PRECISION DYNAMICS CORP	105.93
55714	Y	03/11/2013	688	PREFERRED HOSPITAL LEASING	25,750.00

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55718	Y	03/11/2013	692	RR DONNELLEY	37.90
55719	Y	03/11/2013	693	SHELBY, JULIE	5,127.50
55720	Y	03/11/2013	694	SIEMENS FINANCIAL SERVICES	742.00
55721	Y	03/11/2013	695	SIEMENS HEALTHCARE DIAGNOSTICS	348.16
55722	Y	03/11/2013	696	SLOAN GLANDER	30.00
55723	Y	03/11/2013	697	SPECTRA CORP	25.00
55724	Y	03/11/2013	698	STERICYCLE INC	1,176.83
55725	Y	03/11/2013	699	THOMAS NG TECHNOLOGIES, INC	1,925.00
55726	Y	03/11/2013	700	TOSHIBA AMERICA MEDICAL	5,494.00
55727	Y	03/11/2013	701	TRI-ANIM HEALTH SERVICES	182.67
55728	Y	03/11/2013	702	TRUGREEN #5411	182.00
55729	Y	03/11/2013	703	UNITED BLOOD SERVICES	1,195.00
55730	Y	03/11/2013	704	UNITED RENTALS	509.65
55731	Y	03/11/2013	705	US FOODSERVICE INC	1,583.63
55732	Y	03/11/2013	706	VERIZON BUSINESS	268.55
55733	Y	03/11/2013	707	WESTEX DOCUMENT INC.	3,654.00
55734	Y	03/11/2013	708	WINKLER COUNTY AUDITORS	244.45
55735	Y	03/11/2013	709	WINKLER COUNTY NEWS	3.00
55736	Y	03/11/2013	710	ZIMMER	49.14
55737	Y	03/06/2013	712	AMERISOURCEBERGEN DRUG CORP	4,116.12
55738	Y	03/06/2013	713	ETACTICS, INC.	2,667.92
55739	Y	03/06/2013	714	TEXAS MEDICAL LIABILITY INSUR	4,868.00
55741	Y	03/08/2013	715	AFLAC - CAIC	740.07
55742	Y	03/08/2013	716	AMERICAN FAMILY LIFE ASSURANCE	2,162.99
55743	Y	03/08/2013	717	FORT DEARBORN LIFE INSURANCE	252.66
55744	Y	03/08/2013	718	NAOMI SOLTERO	159.52
55745	Y	03/08/2013	719	NATIONAL FAMILY CARE LIFE INS	12.00
55746	Y	03/08/2013	720	PATTI FRANKS, TAX ASSESSOR	150.00
55747	Y	03/08/2013	721	THE SECURITY BENEFIT GROUP	890.00
55748	Y	03/08/2013	722	WESTEX COMMUNITY CREDIT UNION	5,166.50
55749	Y	03/11/2013	724	WINKLER COUNTY AUDITORS	845.51
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55751	Y	03/13/2013	726	CITY OF KERMIT	375.00
55752	Y	03/13/2013	727	HORIZON PRODUCTS, LLC	1,978.10
55753	Y	03/25/2013	728	ABSOLUTE FIRE PROTECTION, INC	375.00
55754	Y	03/25/2013	729	ACCORD FINANCIAL, INC.	438.94
55755	Y	03/25/2013	730	ADAMS, MELANIE	30.00
55756	Y	03/25/2013	731	AGENCY 405	8.00
55757	Y	03/25/2013	732	AIRGAS SOUTHWEST INC	3,155.03
55758	Y	03/25/2013	733	ALCO DISCOUNT STORE	12.00
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55763	Y	03/25/2013	738	BAYTREE LEASING COMPANY, LLC	881.04
55764	Y	03/25/2013	739	BEN E KEITH	1,433.32
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55767	Y	03/25/2013	742	CARDINAL HEALTH	3,927.13

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55771	Y	03/25/2013	746	CONMED CORPORATION	526.80
55772	Y	03/25/2013	747	DOCTOR STANLY T SELBY PA	2,916.75
55773	Y	03/25/2013	748	DUDLEY, BARBARA	10.50
55774	Y	03/25/2013	749	ETACTICS, INC.	1,116.64
55775	Y	03/25/2013	750	GOLDEN LIGHT EQUIPMENT CO	156.95
55776	Y	03/25/2013	751	GRAVES, SANDRA	35.00
55777	Y	03/25/2013	752	HD SUPPLY FACILITIES	27.58
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55780	Y	03/25/2013	755	HUSKY MECHANICAL, LLC	402.91
55781	Y	03/25/2013	756	JEANETTE PEREZ	175.00
55782	Y	03/25/2013	757	KATHY J HASTON	35.00
55783	Y	03/25/2013	758	LABORATORY SUPPLY CO	2,251.92
55784	Y	03/25/2013	759	LOWE'S MARKETPLACE	17.08
55785	Y	03/25/2013	760	MARSHALL, MELINDA	25.00
55786	Y	03/25/2013	761	MASTERCARD	3.25
55787	Y	03/25/2013	762	MEDICAL DEBT MANAGEMENT, INC	781.40
55788	Y	03/25/2013	763	MEDLINE INDUSTRIES INC	221.70
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55790	Y	03/25/2013	765	MERCURY MEDICAL	814.73
55791	Y	03/25/2013	766	MICHELLE MACFARLANE	2,433.04
55792	Y	03/25/2013	767	MONAHANS NEWS	132.80
55793	Y	03/25/2013	768	MONAHANS PHARMACY	55.75
55794	Y	03/25/2013	769	MOORE MEDICAL, LLC	524.50
55795	Y	03/25/2013	770	NAOMI SOLTERO	114.70
55796	Y	03/25/2013	771	ODESSA AMERICAN	620.40
55797	Y	03/25/2013	772	OFFICE DEPOT	2,096.86
55798	Y	03/25/2013	773	PC MALL	101.86
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55800	Y	03/25/2013	775	QUILL CORPORATION	239.20
55801	Y	03/25/2013	776	RIO GRAND PATHOLOGY SERVICES	1,100.00
55802	Y	03/25/2013	777	ROSA DUENAS	11.95
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55804	Y	03/25/2013	779	SANTIAGO ORTIZ	32.83
55806	Y	03/25/2013	781	SIEMENS FINANCIAL SERVICES	5,851.71
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55810	Y	03/25/2013	785	TERMINIX PROCOESSING CENTER	200.00
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55818	Y	03/25/2013	793	WEST TEXAS GAS INC	462.43
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55820	Y	03/20/2013	795	AMERISOURCEBERGEN DRUG CORP	1,722.17

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55825	Y	03/22/2013	803	THE SECURITY BENEFIT GROUP	890.00
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55827	Y	03/27/2013	805	AMERISOURCEBERGEN DRUG CORP	650.73
55828	Y	03/27/2013	806	TEXAS ASSOCIATION OF COUNTIES	499.65
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Grand Totals:			Total Checks:	157	Amount: 476,064.33

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3221301	03/22/2013	10626	ALARCON, DESTINY R	1,302.26
3081316	03/08/2013	10263	AMOROSO, VINCENT MICHAEL	2,188.66
3221316	03/22/2013	10263	AMOROSO, VINCENT MICHAEL	1,638.89
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3221318	03/22/2013	10769	ARNOLD, SHEILA GAY	1,353.74
25254	03/08/2013	10270	BARAJAS, OSCAR R.	1,510.17
25262	03/22/2013	10270	BARAJAS, OSCAR R.	1,275.39
3081319	03/08/2013	10952	BLACKBURN, SHANNA SHEA	337.11
3221319	03/22/2013	10952	BLACKBURN, SHANNA SHEA	273.94
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3221335	03/22/2013	10740	BLAND, DONNA ANGELINE	772.43
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3221320	03/22/2013	10644	BROWN, CHARLOTTE L.	1,217.10
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3221328	03/22/2013	10108	BUSTAMANTE, YASMEEN	628.44
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25263	03/22/2013	10035	CARRASCO, NEREIDA	599.85
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3221302	03/22/2013	10353	CARTER, KERRIA DEAN	2,188.88
3081337	03/08/2013	10306	COMPTON, FELICIA G.	364.52
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3221329	03/22/2013	11002	CRAWFORD, SHAY A	632.52
3081361	03/08/2013	10154	DARLING, AMANDA	3,510.43
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25247	03/08/2013	10616	DAWSON, KATHLEEN	753.11
25257	03/22/2013	10616	DAWSON, KATHLEEN	749.64
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3081303	03/08/2013	11008	DEATON, CINDY G	1,515.10
3221303	03/22/2013	11008	DEATON, CINDY G	1,300.46
3081321	03/08/2013	10260	DENNY, HOLLY D.	758.90
3221321	03/22/2013	10260	DENNY, HOLLY D.	868.45
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25261	03/22/2013	10454	DOBSON, CHRISTOPHER W	727.30
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3221337	03/22/2013	10994	DUNLAP, JOANNE DENIECE	803.55
3081322	03/08/2013	10019	DUTTON, LINDA	965.28
3221322	03/22/2013	10019	DUTTON, LINDA	1,129.77
3081362	03/08/2013	11009	EATON, LUZELENA	1,133.38
3221362	03/22/2013	11009	EATON, LUZELENA	1,162.31
3081363	03/08/2013	11013	ERNST, ROSARIO	846.39
3221363	03/22/2013	11013	ERNST, ROSARIO	779.75
25249	03/08/2013	10763	ESPARZA, JESSICA	608.87
3081351	03/08/2013	10658	FLYNN, ELIDIA G	637.18
3221350	03/22/2013	10658	FLYNN, ELIDIA G	726.99
3081364	03/08/2013	10251	FORTUNE, CARLA J	693.79
3221364	03/22/2013	10251	FORTUNE, CARLA J	695.83

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3221338	03/22/2013	10209	GRAVES, SANDRA N.	631.47
3081304	03/08/2013	10318	GRAVES, SUE ANN	1,014.02
3221304	03/22/2013	10318	GRAVES, SUE ANN	1,281.04
3081347	03/08/2013	10998	GRAY, HAZEL R	570.04
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3221347	03/22/2013	10589	HASTON, KATHY J.	582.62
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3081325	03/08/2013	10111	JAMES, AMANDA M	747.59
3221325	03/22/2013	10111	JAMES, AMANDA M	618.47
3081352	03/08/2013	10882	JUAREZ, JOSEFINA L	684.23
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25259	03/22/2013	11014	LONG, KITIARA N	222.61
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3221340	03/22/2013	10216	LONG, RIKKI LYNN	535.81
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3221326	03/22/2013	10758	MANGARON, JANETTE JUMAWAN	2,025.06
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3221306	03/22/2013	10997	MARTZ, ASHLY LYNN	1,516.53
25252	03/08/2013	10218	MILLER, LACOSTA POOL	537.17
25260	03/22/2013	10218	MILLER, LACOSTA POOL	587.23
3221356	03/22/2013	11016	MOON, NORMA A	765.35
3081360	03/08/2013	10405	NARANJO, BELINDA	1,033.56
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3221366	03/22/2013	10147	PEREZ, JEANETTE MARRER	704.28
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3221353	03/22/2013	10330	RIOS, CORINA GOMEZ	690.08
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3221349	03/22/2013	10222	ROBINSON, ALECIA A	764.32
3221310	03/22/2013	11015	ROWE, JAMES W	212.40
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3221342	03/22/2013	10220	SERBANTEZ, ANNETTE MARIE	781.84
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3081344	03/08/2013	10852	SOLTERO, NAOMI	1,176.66
3221343	03/22/2013	10852	SOLTERO, NAOMI	1,198.95
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3081333	03/08/2013	11003	TAVAREZ, KEVIN L	537.67
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3221313	03/22/2013	10003	TAYLOR, JONI LYNNE	1,266.90
3081313	03/08/2013	11012	TERRY, SHAYLA T	1,349.69
3221314	03/22/2013	11012	TERRY, SHAYLA T	1,933.11
3081314	03/08/2013	10365	URQUIDI, MISTI DAWN	829.22
3081315	03/08/2013	10367	VALERIO, PEGGY R	1,073.64
3221315	03/22/2013	10367	VALERIO, PEGGY R	1,014.57
3081335	03/08/2013	10333	VELASQUEZ, GENIVA HEREDIA	732.14
3221334	03/22/2013	10333	VELASQUEZ, GENIVA HEREDIA	710.23
3081345	03/08/2013	10232	VILLALPANDO, ADRIANA L	736.57
3221344	03/22/2013	10232	VILLALPANDO, ADRIANA L	746.24
3221332	03/22/2013	10322	WIDNER, WILLIAM BRADY	565.39
3081346	03/08/2013	11011	WILSON, SANDRA	794.21
3221345	03/22/2013	11011	WILSON, SANDRA	704.16
3081329	03/08/2013	10213	WOLF, VIRGINIA ANN	1,685.01
3221327	03/22/2013	10213	WOLF, VIRGINIA ANN	1,349.11
Grand Total:				159,329.06

PROGNOSIS HEALTH INFORMATION SYS.

Requested By: jwillhelm

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MARCH BANK TRANSACTIONS

DATE	PAYROLL	ACCOUNTS	JURY	INTEREST	WIRE	DEPOSITS	BALANCE
DEPOSIT	NUMBER	PAYABLE		DEPOSITS	TRANSFERS		
3/1/2013	45191					\$421.82	\$ 1,391,381.39
3/1/2013	72612-72817	\$1,827.11					\$ 1,389,554.28
3/4/2013	45192				\$ (7,463.10)	\$2,534.59	\$ 1,392,088.87
3/6/2013							\$ 1,384,625.77
3/4/2013							\$ 1,384,625.77
3/4/2013							\$ 1,381,144.58
3/4/2013	72618	\$ 3,481.19				\$ 117,479.81	\$ 1,498,624.39
3/5/2013	45150-45163				\$ (70.00)		\$ 1,498,554.39
3/5/2013							\$ 1,498,347.39
3/5/2013	72621-72622	\$ 207.00			\$ (73,137.95)		\$ 1,425,209.44
3/8/2013					\$ (213.23)		\$ 1,424,996.21
3/8/2013							\$ 1,424,170.92
3/8/2013		\$ 825.29					\$ 1,423,924.52
3/6/2013	72623-72626	\$ 246.40					\$ 1,412,079.46
3/6/2013	72627	\$ 11,845.06					\$ 1,311,908.10
3/8/2013	72628-72639						\$ 1,311,908.10
3/8/2013	87299-87348	\$ 100,171.35					\$ 1,311,194.71
3/4/2013	72619-72620vd						\$ 1,323,013.71
3/7/2013	72717-72718	\$ 713.39				\$ 11,819.00	\$ 1,473,013.71
3/7/2013	45193					\$ 150,000.00	\$ 1,555,645.30
3/7/2013	45233					\$ 82,631.59	\$ 1,639,765.11
3/8/2013	45236					\$ 84,119.81	\$ 1,642,437.51
3/8/2013	45235					\$ 2,672.40	\$ 1,660,967.24
3/8/2013	45234					\$ 18,529.73	\$ 1,660,527.24
3/8/2013	45164-45190		\$ 440.00				\$ 1,660,627.24
3/7/2013	5747-5757						\$ 1,660,079.25
3/8/2013	72448-vd	\$ (100.00)					\$ 1,660,229.25
3/8/2013	72719-72721	\$ 547.99					\$ 1,696,006.80
3/8/2013	72142-vd	\$ (150.00)				\$ 35,777.55	\$ 1,322,659.48
3/8/2013	45194-45205	\$ 373,347.32					\$ 1,313,712.78
3/11/2013	72640-72716	\$ 8,946.70				\$ 421.92	\$ 1,312,050.58
3/12/2013	72722-72729						\$ 1,313,023.66
3/12/2013	45237	\$ 2,084.12				\$ 973.08	\$ 1,314,122.56
3/14/2013	72730-72737					\$ 1,098.90	\$ 1,316,546.31
3/13/2013	45240					\$ 2,423.75	\$ 1,616,546.31
3/13/2013	45239					\$ 300,000.00	\$ 1,834,150.07
3/13/2013	45238					\$ 217,603.76	\$ 1,835,177.50
3/14/2013	45241					\$ 1,027.43	\$ 1,844,223.00
3/15/2013	45206-45226					\$ 9,045.50	\$ 1,843,923.00
3/18/2013	45229-45232						\$ 1,757,427.01
3/18/2013	45242-45245	\$ 300.00					\$ 1,756,473.22
3/18/2013	72738	\$ 8,678.38			\$ (77,817.61)		\$ 1,641,366.87
3/19/2013	72739-72748	\$ 740.56			\$ (213.23)		\$ 1,634,022.52
3/20/2013	72749						\$ 1,461,731.59
3/22/2013	87349-87399	\$ 115,106.35					\$ 1,461,649.35
3/22/2013	72849-72861	\$ 7,344.35					\$ 1,530,375.80
3/25/2013	72750-72867	\$ 172,290.93			\$ (82.24)	\$ 68,726.45	\$ 1,680,375.80
3/25/2013						\$ 150,000.00	\$ 1,681,488.13
3/21/2013						\$ 1,112.33	\$ 3,681,488.13
3/22/2013						\$ 2,000,000.00	\$ 3,681,432.64
3/25/2013							\$ 3,578,672.60
3/21/2013	72859	\$ 55.49				\$ 4,140.00	\$ 3,582,132.31
3/21/2013	72860	\$ 102,760.04					\$ 1,582,132.31
3/22/2013	72861-72864	\$ 680.29			\$ (2,000,000.00)		\$ 1,579,465.37
3/25/2013							\$ 1,577,856.93
3/25/2013							\$ 1,583,429.93
3/27/2013	72868-72871	\$ 2,666.94				\$ 5,573.00	\$ 1,799,228.47
3/27/2013	72872-72873	\$ 1,608.44				\$ 215,798.54	\$ 1,949,228.47
3/26/2013						\$ 150,000.00	\$ 1,949,579.47
3/28/2013						\$ 351.00	\$ 1,952,331.47
3/28/2013						\$ 2,752.00	
3/29/2013							
		\$215,277.71	\$700,946.99	\$440.00	\$0.00	(\$2,158,997.36)	\$3,637,034.06

Winkler County
01 Apr 2013

ACCOUNTS PAYABLE SYSTEM

12:14:14pm

THE SOFTWARE GROUP, INC.

ALL Checking Accounts
Disbursements Made from 03/01/13 thru 03/31/13

PAGE 1

Check #.....	HC	Check Date	Vendor.....	Check Amount.
72612-AP		03/01/13	BARRON, BRENDA	\$70.00
72613-AP		03/01/13	DELA CRUZ, CRISTINA	\$300.00
72614-AP		03/01/13	DENVY, HOLLY	\$577.11
72615-AP		03/01/13	JONES, APRIL	\$300.00
72616-AP		03/01/13	R H ADMINISTRATORS	\$200.00
72617-AP		03/01/13	ROSCH, JERRIE	\$300.00
72618-AP		03/04/13	MASTERCARD GOLD (COUNTYWIDE)	\$3,481.19
72621-AP		03/05/13	HARTLEY, WANNAH L	\$107.00
72622-AP		03/05/13	KEELY, GEORGE	\$100.00
72623-AP		03/06/13	BARRON, BRENDA	\$75.29
72624-AP		03/06/13	BELL, MISTY	\$300.00
72625-AP		03/06/13	POLANCO, BLANCA	\$350.00
72626-AP		03/06/13	THOMAS, PATRICIA	\$100.00
72627-AP		03/06/13	BARRON, BRENDA	\$246.40
72628-AP		03/08/13	DEARBORN NATIONAL LIFE INS CO	\$1,230.00
72629-AP		03/08/13	GLENDA MIXON	\$80.00
72630-AP		03/08/13	SECURITY BENEFIT GROUP	\$1,184.13
72631-AP		03/08/13	GLENDA MIXON	\$60.00
72632-AP		03/08/13	AMERICAN FAMILY LIFE ASSURANCE	\$2,193.00
72633-AP		03/08/13	WESTEX COMMUNITY CREDIT UNION	\$5,093.50
72634-AP		03/08/13	CONSECO SENIOR HEALTH INS	\$120.75
72635-AP		03/08/13	FRANKS, PATTI	\$75.00
72636-AP		03/08/13	AMERICAN GENERAL LIFE & ACCIDE	\$24.23
72637-AP		03/08/13	UNITED STATES TREASURER	\$182.15
72638-AP		03/08/13	AFL CRITICAL ILLNESS	\$1,318.22
72639-AP		03/08/13	SECURITY BENEFIT	\$275.00
72640-AP		03/11/13	AAT COMM/SBA STEEL INC	\$100.00
72641-AP		03/11/13	AFFILIATED FOODS INC	\$5,005.01
72642-AP		03/11/13	ALCO STORE #185	\$180.03
72643-AP		03/11/13	ANDREWS COUNTY	\$13,550.10
72644-AP		03/11/13	APROTEX CORP	\$30.00
72645-AP		03/11/13	BAKER & TAYLOR BOOKS	\$102.53
72646-AP		03/11/13	BEAR GRAPHICS INC	\$225.54
72647-AP		03/11/13	BEN MEADOWS	\$122.20
72648-AP		03/11/13	BIG COUNTRY BG	\$448.00
72649-AP		03/11/13	BLOUNT, ROXANE J	\$900.00
72650-AP		03/11/13	BUILDERS SUPPLY	\$1,027.75
72651-AP		03/11/13	BWI COMPANIES INC	\$435.88
72652-AP		03/11/13	CISCO EQUIPMENT	\$464.00
72653-AP		03/11/13	CITY OF WINK	\$792.27
72654-AP		03/11/13	COOPER, CHARLES E	\$800.00
72655-AP		03/11/13	CORNERSTONE PROGRAMS CORP	\$359.00
72656-AP		03/11/13	DATA-LINK ASSOCIATES INC	\$344.80
72657-AP		03/11/13	DEMCO	\$76.56
72658-AP		03/11/13	DEPARTMENT INFORMATION RESOURC	\$27.12
72659-AP		03/11/13	DESTREE BOUTIQUE	\$349.90
72660-AP		03/11/13	DOLLAR GENERAL-MSC 410526	\$22.55
72661-AP		03/11/13	DUCKWORTH, THOMAS	\$350.00
72662-AP		03/11/13	GALE	\$57.58
72663-AP		03/11/13	GALLS INC	\$74.00
72664-AP		03/11/13	GARCIA, MYRALISA	\$374.46

Winkler County THE SOFTWARE GROUP, INC.	ACCOUNTS PAYABLE SYSTEM		01 Apr 2013
	ALL Checking Accounts		
	Disbursements Made from 03/01/13 thru 03/31/13		PAGE 2

Check #.....	NC	Check Date	Vendor.....	Check Amount.
72665-AP		03/11/13	GAYLORD BROS INC	\$179.95
72666-AP		03/11/13	GCR ODESSA TRUCK TIRE CENTER	\$190.26
72667-AP		03/11/13	HARTLEY, WANNAH L	\$70.00
72668-AP		03/11/13	HOLLY, GREG M	\$1,122.20
72669-AP		03/11/13	JIMENEZ COMPANY INC	\$160.00
72670-AP		03/11/13	KEELY, GEORGE	\$400.00
72671-AP		03/11/13	KERMIT MOTOR COMPANY INC	\$516.62
72672-AP		03/11/13	KEYSTONE PUMP & SUPPLY	\$224.36
72673-AP		03/11/13	KNOX WASTE SVC	\$98.34
72674-AP		03/11/13	LECK, BONNIE	\$629.73
72675-AP		03/11/13	M & K AUTO	\$407.50
72676-AP		03/11/13	MARTIN RESOURCES INC	\$4,410.00
72677-AP		03/11/13	MARY HOWELL & ASSOCIATES	\$390.00
72678-AP		03/11/13	MCCRELESS COMPANY	\$47.52
72679-AP		03/11/13	MEMORIAL HOSPITAL	\$125,410.33
72680-AP		03/11/13	MICROMARKETING LLC	\$196.12
72681-AP		03/11/13	MORGAN, PIPER M FISHER	\$400.00
72682-AP		03/11/13	OFFICE DEPOT INC	\$1,351.30
72683-AP		03/11/13	OVEDINE, JULIE	\$100.00
72684-AP		03/11/13	POLICE AND SHERIFFS PRESS	\$17.46
72685-AP		03/11/13	POSTMASTER	\$10.00
72686-AP		03/11/13	PUBLIC AGENCY TRAINING COUNCIL	\$1,560.00
72687-AP		03/11/13	PUBLIC SAFETY CENTER INC	\$72.67
72688-AP		03/11/13	RANDOLPH, DIXIE	\$35.00
72689-AP		03/11/13	ROGERS, GREG	\$443.79
72690-AP		03/11/13	SETTLE, CHASE	\$116.43
72691-AP		03/11/13	SHAKEN BABY ALLIANCE	\$300.00
72692-AP		03/11/13	SHERIFF'S ASSN OF TEXAS	\$200.00
72693-AP		03/11/13	SIMPSON, VIDA	\$237.51
72694-AP		03/11/13	SIACHIE PRODUCTS	\$106.99
72695-AP		03/11/13	SLICK'S AUTO SUPPLY & HOME INC	\$1,091.70
72696-AP		03/11/13	STATE FARM MUTUAL AUTO INS	\$2,454.27
72697-AP		03/11/13	T & M GRAPHICS	\$2,200.00
72698-AP		03/11/13	TERRY COUNTY TRACTOR INC	\$329.86
72699-AP		03/11/13	TERRY, MARK	\$513.60
72700-AP		03/11/13	TEXAS DEPT OF PUBLIC SAFETY	\$140.00
72701-AP		03/11/13	TOTAL OFFICE SOLUTION OF WEST	\$139.00
72702-AP		03/11/13	TOTALLY SHARP	\$49.95
72703-AP		03/11/13	TXU ENERGY	\$34.92
72704-AP		03/11/13	TYLER TECHNOLOGIES, INC	\$4,077.00
72705-AP		03/11/13	WALLACH CONCRETE INC	\$1,323.09
72706-AP		03/11/13	HARD COUNTY	\$75.00
72707-AP		03/11/13	WARREN CATWEST TEXAS EQUIPMEN	\$769.90
72708-AP		03/11/13	WEST PUBLISHING CORP	\$345.00
72709-AP		03/11/13	WEST TEXAS MHRM	\$400.00
72710-AP		03/11/13	WILLHELM, JEANNA	\$642.16
72711-AP		03/11/13	WILLIAMS, STEVE	\$45.00
72712-AP		03/11/13	WINKLER COUNTY EMPLOYEE	\$154,015.00
72713-AP		03/11/13	WOLF, CHARLES	\$70.00
72714-AP		03/11/13	WTG FUELS INC	\$10,779.03
72715-AP		03/11/13	WTU RETAIL ENERGY	\$22,853.21
72716-AP		03/11/13	YELLOWHOUSE MACHINERY CO	\$4,658.52

Winkler County	ACCOUNTS PAYABLE SYSTEM	01 Apr 2013
	ALL Checking Accounts	
THE SOFTWARE GROUP, INC.	Disbursements Made from 03/01/13 thru 03/31/13	PAGE 3

Check #.....	HC	Check Date	Vendor.....	Check Amount.
72717-AP		03/07/13	REED, SHETHELIA	\$313.39
72718-AP		03/07/13	WESTEX COMMUNITY CREDIT UNION	\$400.00
72719-AP		03/08/13	BEST BUY BUSINESS ADVANTAGE AC	\$91.99
72720-AP		03/08/13	MUNIZ, DIANA	\$300.00
72721-AP		03/08/13	TEXAS "J" RAC	\$156.00
72722-AP		03/12/13	AT&T	\$3,782.77
72723-AP		03/12/13	CASTILLO, ROSA	\$300.00
72724-AP		03/12/13	CITY OF KERMIT	\$3,633.25
72725-AP		03/12/13	DOLLAR GENERAL-MSC 410526	\$29.00
72726-AP		03/12/13	LOWE'S COMMERCIAL SVCS INC	\$449.33
72727-AP		03/12/13	SBC/AT&T	\$181.04
72728-AP		03/12/13	SUDDEN LINK	\$64.99
72729-AP		03/12/13	VERIZON WIRELESS	\$506.32
72730-AP		03/14/13	AT&T UVERSE INTERNET	\$60.92
72731-AP		03/14/13	ERSLEY, ROBIN	\$35.00
72732-AP		03/14/13	HEREDIA, BRENNIA	\$35.00
72733-AP		03/14/13	HOME DEPOT CREDIT SVCS	\$152.25
72734-AP		03/14/13	LECK, BONNIE	\$99.63
72735-AP		03/14/13	MASTERCARD/4H	\$1,240.00
72736-AP		03/14/13	SHROPSHIRE, KATHY	\$350.00
72737-AP		03/14/13	SUDDEN LINK	\$111.32
72738-AP		03/18/13	MONTANEZ, ARSILIA	\$300.00
72739-AP		03/19/13	CHURCH OF GOD OF PROPHECY	\$350.00
72740-AP		03/19/13	GRAVES, SUE	\$246.06
72741-AP		03/19/13	HEREDIA, BRENNIA	\$72.98
72742-AP		03/19/13	MUNIZ, PATRICIA	\$350.00
72743-AP		03/19/13	PADILLA, MICHELLE	\$300.00
72744-AP		03/19/13	SHAMROCK STEEL SALES INC	\$2,331.01
72745-AP		03/19/13	SUDDEN LINK	\$70.97
72746-AP		03/19/13	TRACTOR SUPPLY CO	\$634.97
72747-AP		03/19/13	VALLES, DENISSE	\$300.00
72748-AP		03/19/13	WEST TEXAS GAS INC	\$4,021.59
72749-AP		03/20/13	MASTERCARD	\$740.56
72750-AP		03/25/13	ADLERHORST INTERNATIONAL INC	\$150.00
72751-AP		03/25/13	AFFILIATED FOODS INC	\$5,321.03
72752-AP		03/25/13	AFTER HOURS RENTAL MART	\$301.05
72753-AP		03/25/13	ALCO STORE #185	\$405.24
72754-AP		03/25/13	ALEXANDER, CHRIS	\$1,500.50
72755-AP		03/25/13	ALMON PEST CONTROL	\$87.00
72756-AP		03/25/13	ANTLEY, CENDY BRISTER	\$100.00
72757-AP		03/25/13	ARROW MAGNOLIA INTERNL INC	\$144.70
72758-AP		03/25/13	B-LINE FILTER & SUPPLY INC	\$154.61
72759-AP		03/25/13	BAKER & TAYLOR BOOKS	\$124.11
72760-AP		03/25/13	BEAR GRAPHICS INC	\$114.36
72761-AP		03/25/13	BEN MEADOWS	\$77.00
72762-AP		03/25/13	BURKE WELDING SUPPLY & TOOL CO	\$495.00
72763-AP		03/25/13	BWI COMPANIES INC	\$887.51
72764-AP		03/25/13	CENTER FOR CRISIS ADVOCACY (OO)	\$500.00
72765-AP		03/25/13	CHEAPER THAN DIRT	\$1,538.42
72766-AP		03/25/13	CITY OF KERMIT	\$51.43
72767-AP		03/25/13	CITY OF ODESSA	\$14.00
72768-AP		03/25/13	CITY OF WINK	\$847.20

Winkler County	ACCOUNTS PAYABLE SYSTEM	01 Apr 2013
	ALL Checking Accounts	
THE SOFTWARE GROUP, INC.	Disbursements Made from 03/01/13 thru 03/31/13	PAGE 4

Check #.....	HC	Check Date	Vendor.....	Check Amount.
72769-AP		03/25/13	DHC BUSINESS SYSTEMS INC	\$400.00
72770-AP		03/25/13	CORNERSTONE PROGRAMS CORP	\$7,672.00
72771-AP		03/25/12	DACO FIRE EQUIP INC	\$15,980.00
72772-AP		03/25/13	DAY, JOHN	\$100.00
72773-AP		03/25/13	DECATY COFFEE CO	\$566.15
72774-AP		03/25/13	DEPARTMENT INFORMATION RESOURC	\$24.95
72775-AP		03/25/13	DIRECT ENERGY	\$164.27
72776-AP		03/25/13	ECOLAB EQUIP CARE	\$167.31
72777-AP		03/25/13	ECONO SIGNS LLC	\$470.56
72778-AP		03/25/13	ERNESTO MUNIZ	\$45.00
72779-AP		03/25/13	EWING IRRIGATION PRODUCTS INC	\$193.01
72780-AP		03/25/13	FRANKS, PATTI	\$68.48
72781-AP		03/25/13	GALE	\$382.47
72782-AP		03/25/13	BCR ODESSA TRUCK TIRE CENTER	\$9,674.78
72783-AP		03/25/13	GREENE, PAM	\$84.99
72784-AP		03/25/13	GREENHECK FAN CORPORATION	\$99.98
72785-AP		03/25/13	HARBOR FREIGHT TOOLS	\$115.96
72786-AP		03/25/13	HAWKINS, ROBIN	\$50.30
72787-AP		03/25/13	HEALTHLAND	\$347.30
72788-AP		03/25/13	HEARST CORPORATION	\$21.00
72789-AP		03/25/13	KENT TIRE COMPANY	\$76.96
72790-AP		03/25/13	KERMIT MOTOR COMPANY INC	\$2,769.53
72791-AP		03/25/13	KERMIT PHARMACY	\$429.25
72792-AP		03/25/13	KNOX WASTE SVC	\$98.34
72793-AP		03/25/13	KOFIE SOLUTIONS	\$627.00
72794-AP		03/25/13	LEAVITT, JOHN	\$594.29
72795-AP		03/25/13	LECK, BONNIE	\$68.93
72796-AP		03/25/13	LINEBARGER GOGGAN BLAIR & SAMP	\$1,995.60
72797-AP		03/25/13	LOWE'S MARKETPLACE	\$1,665.45
72798-AP		03/25/13	M & K AUTO	\$137.50
72799-AP		03/25/13	MAYFIELD PAPER COMPANY	\$1,634.15
72800-AP		03/25/13	MCCRELESS COMPANY	\$8.04
72801-AP		03/25/13	MEMORIAL HOSPITAL	\$9,437.24
72802-AP		03/25/13	MICROMARKETING LLC	\$63.02
72803-AP		03/25/13	MIDLAND SAFETY & HEALTH INC	\$417.00
72804-AP		03/25/13	MONAHANS ACE HARDWARE	\$498.67
72805-AP		03/25/13	NAPA AUTO PARTS-MONAHANS	\$27.98
72806-AP		03/25/13	NEAL, RANDY	\$300.00
72807-AP		03/25/13	OFFICE DEPOT INC	\$2,031.86
72808-AP		03/25/13	PACIFIC TELEMAGEMENT SVCS	\$100.00
72809-AP		03/25/13	POSTMASTER	\$78.00
72810-AP		03/25/13	PRIORITY PUMP	\$233.30
72811-AP		03/25/13	PROFESSIONAL TURF PRODUCTS	\$28,547.28
72812-AP		03/25/13	PROTURF SOIL SOLUTIONS	\$2,005.00
72813-AP		03/25/13	PSYCHEMEDICS CORP	\$53.90
72814-AP		03/25/13	PUBLIC SAFETY CENTER INC	\$883.77
72815-AP		03/25/13	QUILL CORPORATION	\$184.43
72816-AP		03/25/13	ROBERTSON'S GROCERY	\$50.49
72817-AP		03/25/13	ROBISON JOHNSTON & PATTON	\$3,500.00
72818-AP		03/25/13	SCOTT-MERRIMAN INC	\$347.00
72819-AP		03/25/13	SEALE TIRE SALES & SERVICE	\$2,002.00
72820-AP		03/25/13	SIMPSON, VIDA	\$5.00

Winkler County	ACCOUNTS PAYABLE SYSTEM	01 Apr 2013
	ALL Checking Accounts	
THE SOFTWARE GROUP, INC.	Disbursements Made From 03/01/13 thru 03/31/13	PAGE 5

Check #.....	HC	Check Date	Vendor.....	Check Amount.
72821-AP		03/25/13	SIMS PLASTICS INC	\$228.46
72822-AP		03/25/13	SOUTHWEST SECURITY ALARMS	\$160.00
72823-AP		03/25/13	STEVENS, BILLY J	\$351.98
72824-AP		03/25/13	TAC/CIRA	\$98.00
72825-AP		03/25/13	TERRY COUNTY TRACTOR INC	\$49.84
72826-AP		03/25/13	TEXAS ASSN OF COUNTIES	\$5,947.00
72827-AP		03/25/13	TEXAS NARCOTIC OFCRS ASSN	\$40.00
72828-AP		03/25/13	THOMPSON, BILLY RAY	\$388.81
72829-AP		03/25/13	TOTAL OFFICE SOLUTION OF WEST	\$281.00
72830-AP		03/25/13	TOTALLY SHARP	\$47.50
72831-AP		03/25/13	TWO PRO MGMT LLC	\$500.00
72832-AP		03/25/13	TXU ENERGY	\$23.70
72833-AP		03/25/13	TYLER TECHNOLOGIES, INC	\$149.00
72834-AP		03/25/13	URQUIDI, ALONZO	\$108.14
72835-AP		03/25/13	VIDACARE	\$1,048.92
72836-AP		03/25/13	WALLACH CONCRETE INC	\$783.09
72837-AP		03/25/13	WEST PUBLISHING CORP	\$942.84
72838-AP		03/25/13	WEST TEXAS MNR	\$500.00
72839-AP		03/25/13	WEST TEXAS WINDSHIELDS	\$378.00
72840-AP		03/25/13	WHITE, ROBERT	\$62.29
72841-AP		03/25/13	WILLIAMS, STEVE	\$318.86
72842-AP		03/25/13	WINFIELD SOLUTIONS	\$5,304.00
72843-AP		03/25/13	WINKLER COUNTY APPRAISAL DIST	\$28,428.34
72844-AP		03/25/13	WOLF, CHARLES	\$599.01
72845-AP		03/25/13	WOLF, ROBBIE	\$380.00
72846-AP		03/25/13	WTG FUELS INC	\$14,103.00
72847-AP		03/25/13	WTU RETAIL ENERGY	\$49.47
72848-AP		03/25/13	XEROX CORP	\$87.63
72849-AP		03/22/13	NEW YORK LIFE INSURANCE CO	\$12.00
72850-AP		03/22/13	MEMORIAL HOSPITAL ACCTS REC (H	\$165.00
72851-AP		03/22/13	GLENDIA NIXON	\$80.00
72852-AP		03/22/13	SECURITY BENEFIT GROUP	\$1,184.13
72853-AP		03/22/13	GLENDIA NIXON	\$60.00
72854-AP		03/22/13	TG	\$347.92
72855-AP		03/22/13	WESTEX COMMUNITY CREDIT UNION	\$5,093.50
72856-AP		03/22/13	FRANKS, PATTI	\$75.00
72857-AP		03/22/13	LEGALSHIELD	\$51.00
72858-AP		03/22/13	SECURITY BENEFIT	\$275.00
72859-AP		03/21/13	ODESSA WINLECTRIC	\$55.49
72860-AP		03/21/13	TEXAS COUNTY & DISTRICT RETIRE	\$182,768.04
72861-AP		03/22/13	EASLEY, ROBIN	\$81.97
72862-AP		03/22/13	OFFICE DEPOT CARD PLAN	\$253.23
72863-AP		03/22/13	PRIETO, VICTORIA	\$380.00
72864-AP		03/22/13	SUDDEN LINK	\$45.19
72865-AP		03/25/13	EASLEY, ROBIN	\$50.00
72866-AP		03/25/13	GARCIA, CORINNA	\$380.00
72867-AP		03/25/13	HEREDIA, BRENNIA	\$175.00
72868-AP		03/27/13	FRANKS, PATTI	\$2,205.60
72869-AP		03/27/13	MASTERCARD GOLD (COUNTYWIDE)	\$105.67
72870-AP		03/27/13	MASTERCARD/A PROB	\$318.65
72871-AP		03/27/13	SUDDEN LINK	\$36.02
72872-AP		03/27/13	BARRON, BRENDA	\$378.50

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	ALL Checking Accounts	
THE SOFTWARE GROUP, INC.	Disbursements Made From 03/01/13 thru 03/31/13	PAGE 6

Check #.....	HC	Check Date	Vendor.....	Check Amount.
72873-AP		03/27/13	TEXAS ASSN OF COUNTIES	\$1,229.94
Total for AP - ACCOUNTS PAYABLE				\$701,136.99
				\$701,136.99

268 records listed.

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
87299-PR	03/08/13	03/08/13	TREADWELL, RENEE SUZANNE	904.17	Y	
87300-PR	03/08/13	03/08/13	LARA, PAUL M.	909.70		
87301-PR	03/08/13	03/08/13	VELASQUEZ, PEDRO CARRASCO	909.76		
87302-PR	03/08/13	03/08/13	WOLFE, PATRICIA L.	284.79		
87303-PR	03/08/13	03/08/13	COOPER, CHARLES E.	317.19		
87304-PR	03/08/13	03/08/13	ROBERTS, WALTER MARIE JR.	896.46	N	
87305-PR	03/08/13	03/08/13	WHITE, JULIE MARINA	154.49		
87306-PR	03/08/13	03/08/13	BUSTAMANTE, REYES PALLANES JR.	829.18		
87307-PR	03/08/13	03/08/13	O'CONNOR, STEPHEN M.	855.64		
87308-PR	03/08/13	03/08/13	WOLF, GERRY L.	845.67	N	
87309-PR	03/08/13	03/08/13	FERRER, DIANA	447.71	N	
87310-PR	03/08/13	03/08/13	HOLLEY, TOBY W	165.43		
87311-PR	03/08/13	03/08/13	PARKER, ROSA H	368.37	N	
87312-PR	03/08/13	03/08/13	CROW, RICHARD LEROY	29.87	N	
87313-PR	03/08/13	03/08/13	MUNCY, MARTIN B	0.00		
87314-PR	03/08/13	03/08/13	HAWKINS, ROBBIE L.	680.79		
87315-PR	03/08/13	03/08/13	TERRY, MARK C	1,200.67	N	
87316-PR	03/08/13	03/08/13	THOMPSON, BILLY RAY	1,191.03	N	
87317-PR	03/08/13	03/08/13	KAPKA, DON E	813.48		
87318-PR	03/08/13	03/08/13	MITCHELL, GENE E	768.14	N	
87319-PR	03/08/13	03/08/13	MITCHELL, HENRY LEON	837.07		
87320-PR	03/08/13	03/08/13	GARCIA, PEDRO F.	530.59		
87321-PR	03/08/13	03/08/13	HENDERSON, JOHN E.	845.74	N	
87322-PR	03/08/13	03/08/13	WHITE, ROBERT L. SR.	859.91		
87323-PR	03/08/13	03/08/13	GREENE, PAM S.	585.71		
87324-PR	03/08/13	03/08/13	REED, SETHHELIA I.	1,382.36	N	
87325-PR	03/08/13	03/08/13	WARBOIS, DEBRA A	851.44		
87326-PR	03/08/13	03/08/13	WALKER, TWANA LYNNE	167.38	N	
87327-PR	03/08/13	03/08/13	ALEXANDER, LADONNA L	956.72	N	
87328-PR	03/08/13	03/08/13	ARMENDARIZ, LERIDA	740.86		
87329-PR	03/08/13	03/08/13	CARTWRIGHT, CHRISTINE M	886.16	N	
87330-PR	03/08/13	03/08/13	DOBSON, KIM	522.97	N	
87331-PR	03/08/13	03/08/13	GALLEGOS, SUKI A.	823.73		
87332-PR	03/08/13	03/08/13	GARRETT, SALINA DAWN	280.12		
87333-PR	03/08/13	03/08/13	GLOVER, ANTHONY DESHAWN	1,028.54	N	
87334-PR	03/08/13	03/08/13	HATTAWAY, ELENA BERDOZA	424.95		
87335-PR	03/08/13	03/08/13	JOHNSON, BRIAN JAMES	1,175.05	Y	
87336-PR	03/08/13	03/08/13	KEELY, GEORGE J. JR.	1,784.76	N	
87337-PR	03/08/13	03/08/13	LONG, ROY L.	1,094.00		
87338-PR	03/08/13	03/08/13	MARTINEZ, JOHNNY ANGEL	758.29	N	
87339-PR	03/08/13	03/08/13	MONTEZ, JIM	1,004.45	N	
87340-PR	03/08/13	03/08/13	ROBERTS, BONNIE MAY	872.07	N	
87341-PR	03/08/13	03/08/13	SOLTERO, JOSE L.	1,395.85		
87342-PR	03/08/13	03/08/13	SOTELO, KIMBERLY LUANN	983.86	N	
87343-PR	03/08/13	03/08/13	TRIBBLE, BILL DAVID	1,056.21		
87344-PR	03/08/13	03/08/13	UNDERWOOD, WILLIAM F	770.19		
87345-PR	03/08/13	03/08/13	EASLEY, ROBIN RENE'	500.15	N	

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CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
87346-PR	03/08/13	03/08/13	JACKSON, PHYLLIS L.	1,055.63		
87347-PR	03/08/13	03/08/13	RANDOLPH, DIXIE K.	933.82		
87348-PR	03/08/13	03/08/13	TERRY, SHERRY A.	1,419.99	N	
				35,001.11		
87349-PR	03/22/13	03/22/13	LARA, RAUL M.	953.06		
87350-PR	03/22/13	03/22/13	VELASQUEZ, PEDRO CARRASCO	1,141.50		
87351-PR	03/22/13	03/22/13	WOLFE, PATRICIA L.	284.79		
87352-PR	03/22/13	03/22/13	GUZMAN, ELIAS MICHAEL	106.20	N	
87353-PR	03/22/13	03/22/13	PAUDA, AUSTIN MARCELINO	127.87	N	
87354-PR	03/22/13	03/22/13	WOLF, KELSEY JENAE	196.67	N	
87355-PR	03/22/13	03/22/13	COOPER, CHARLES E.	317.19		
87356-PR	03/22/13	03/22/13	ROBERTS, WALTER MARIE JR.	1,357.35	N	
87357-PR	03/22/13	03/22/13	WHITE, JULIE MARINA	154.49		
87358-PR	03/22/13	03/22/13	BUSTAMANTE, REYES PALLANES JR.	986.26		
87359-PR	03/22/13	03/22/13	O'CONNOR, STEPHEN M.	1,084.12		
87360-PR	03/22/13	03/22/13	WOLF, GERRY L.	1,206.96	N	
87361-PR	03/22/13	03/22/13	DENNIS, SHELA ANN	66.95		
87362-PR	03/22/13	03/22/13	FERRER, DIANA	455.72	N	
87363-PR	03/22/13	03/22/13	ALARCON, SYLVESTER	198.50		
87364-PR	03/22/13	03/22/13	HOLLEY, TOBY W	165.43		
87365-PR	03/22/13	03/22/13	PARKER, ROSA M	763.83	N	
87366-PR	03/22/13	03/22/13	MUNCY, MARTIN B	0.00		
87367-PR	03/22/13	03/22/13	HAWKINS, ROBBIE L.	902.16		
87368-PR	03/22/13	03/22/13	TERRY, MARK C	1,214.95	N	
87369-PR	03/22/13	03/22/13	THOMPSON, BILLY RAY	1,402.61	N	
87370-PR	03/22/13	03/22/13	KAPKA, DON E	899.16		
87371-PR	03/22/13	03/22/13	MITCHELL, GENE E	853.82	N	
87372-PR	03/22/13	03/22/13	MITCHELL, HENRY LEON	965.59		
87373-PR	03/22/13	03/22/13	GARCIA, PEDRO F.	720.03		
87374-PR	03/22/13	03/22/13	HENDERSON, JOHN E.	1,243.91	N	
87375-PR	03/22/13	03/22/13	WHITE, ROBERT L. SR.	1,122.50		
87376-PR	03/22/13	03/22/13	GREENE, PAM S.	1,030.37		
87377-PR	03/22/13	03/22/13	REED, SHETHELIA I.	1,607.08	N	
87378-PR	03/22/13	03/22/13	WARBOIS, DEBRA A	1,028.60		
87379-PR	03/22/13	03/22/13	ALEXANDER, LADONNA L	1,172.61	N	
87380-PR	03/22/13	03/22/13	ARMENDARIZ, LERIDA	789.94		
87381-PR	03/22/13	03/22/13	CARTWRIGHT, CHRISTINE M	1,022.34	N	
87382-PR	03/22/13	03/22/13	DOBSON, KIM	694.87	N	
87383-PR	03/22/13	03/22/13	GALLEGOS, SUKI A.	1,007.66		
87384-PR	03/22/13	03/22/13	GARRETT, SALINA DAWN	261.45		
87385-PR	03/22/13	03/22/13	GLOVER, ANTHONY DESHAUN	1,150.68	N	
87386-PR	03/22/13	03/22/13	HATTAWAY, ELENA BERDOZA	264.65		
87387-PR	03/22/13	03/22/13	KEELY, GEORGE J. JR.	1,833.56	N	
87388-PR	03/22/13	03/22/13	LONG, ROY L.	1,231.67		
87389-PR	03/22/13	03/22/13	MARTINEZ, JOHNNY ANGEL	1,050.50	N	

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CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DB	STATUS.
87390-PR	03/22/13	03/22/13	MONTEZ, JIM	1,015.62	N	
87391-PR	03/22/13	03/22/13	ROBERTS, BONNIE MAY	1,197.34	N	
87392-PR	03/22/13	03/22/13	SOLTERO, JOSE L.	1,409.28		
87393-PR	03/22/13	03/22/13	SOTELO, KIMBERLY LUANN	1,031.45	N	
87394-PR	03/22/13	03/22/13	TRIBBLE, BILL DAVID	1,210.90		
87395-PR	03/22/13	03/22/13	UNDERWOOD, WILLIAM F	829.59		
87396-PR	03/22/13	03/22/13	EASLEY, ROBIN RENE	702.74	N	
87397-PR	03/22/13	03/22/13	JACKSON, PHYLLIS L.	1,191.49		
87398-PR	03/22/13	03/22/13	RANDOLPH, DIXIE K.	1,065.38		
87399-PR	03/22/13	03/22/13	TERRY, SHERRY A.	1,634.19	N	
				44,325.66		
165011000-PR	03/08/13	03/08/13	ANCHONDO, JOE BRIAN	991.05	Y	CLEAR
165011001-PR	03/08/13	03/08/13	ARMENDARIZ, ELVIA G.	322.98	Y	CLEAR
165011002-PR	03/08/13	03/08/13	ARMENDARIZ, JUAN DEBIDIS	1,095.69	Y	CLEAR
165011003-PR	03/08/13	03/08/13	ASHABRANNER, JEFFREY COLE	920.49	Y	CLEAR
165011004-PR	03/08/13	03/08/13	BAKER, GENEVA RAQUEL	1,015.65	Y	CLEAR
165011005-PR	03/08/13	03/08/13	BARRON, BRENDA L.	848.47	Y	CLEAR
165011006-PR	03/08/13	03/08/13	BLASS, DONNA LINDSAY	562.57	Y	CLEAR
165011007-PR	03/08/13	03/08/13	CATES, SAMMIE ALTON JR.	884.10	Y	CLEAR
165011008-PR	03/08/13	03/08/13	CROW, RICHARD LEROY	148.15	Y	CLEAR
165011009-PR	03/08/13	03/08/13	DE ANDA, ERIC RUBEN	1,036.16	Y	CLEAR
165011010-PR	03/08/13	03/08/13	DE ANDA, ERIC RUBEN	459.02	Y	CLEAR
165011011-PR	03/08/13	03/08/13	EGGER, MONTY ZANE	862.84	Y	CLEAR
165011012-PR	03/08/13	03/08/13	EVEREST, EULONDA	1,164.27	Y	CLEAR
165011013-PR	03/08/13	03/08/13	EVERETT, JAMES S	2,567.92	Y	CLEAR
165011014-PR	03/08/13	03/08/13	FLOWERS, RONNIE CLAUDE	855.49	Y	CLEAR
165011015-PR	03/08/13	03/08/13	FRANKS, PATRICIA A.	1,216.05	Y	CLEAR
165011016-PR	03/08/13	03/08/13	GARRETT, CARL MICHAEL	1,049.00	Y	CLEAR
165011017-PR	03/08/13	03/08/13	GUZMAN, DOMINGO JR.	819.77	Y	CLEAR
165011018-PR	03/08/13	03/08/13	HAMMOND, SUSAN MARIE	729.17	Y	CLEAR
165011019-PR	03/08/13	03/08/13	HARTLEY, WANNAH L.	1,142.11	Y	CLEAR
165011020-PR	03/08/13	03/08/13	HEREDIA, BREWNA TERESA	626.08	Y	CLEAR
165011021-PR	03/08/13	03/08/13	HOGUE, AMBER MAY	866.85	Y	CLEAR
165011022-PR	03/08/13	03/08/13	HOLDER, PAULA JEANNE	684.48	Y	CLEAR
165011023-PR	03/08/13	03/08/13	HOLGUIN, DOROTHY A.	432.22	Y	CLEAR
165011024-PR	03/08/13	03/08/13	HOLLEY, TIFFANY ELIZABETH	1,998.58	Y	CLEAR
165011025-PR	03/08/13	03/08/13	HOLLEY, TOBY W.	935.44	Y	CLEAR
165011026-PR	03/08/13	03/08/13	JEROME, ALLEN RAY	869.63	Y	CLEAR
165011027-PR	03/08/13	03/08/13	JOHNSON, CHERYL L.	543.01	Y	CLEAR
165011028-PR	03/08/13	03/08/13	KEMP, TEVIN SCOTT	808.04	Y	CLEAR
165011029-PR	03/08/13	03/08/13	KLINE, KATY P.	507.43	Y	CLEAR
165011030-PR	03/08/13	03/08/13	KYLE, RICHARD LESLIE	521.15	Y	CLEAR
165011031-PR	03/08/13	03/08/13	LALONDE, RODNEY L.	925.02	Y	CLEAR
165011032-PR	03/08/13	03/08/13	LALONDE, SHEILA GAILE	729.84	Y	CLEAR
165011033-PR	03/08/13	03/08/13	LEAVITT, JOHN HARVEY	1,085.35	Y	CLEAR

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165011034-PR	03/08/13	03/08/13	LECK, BONNIE S.	1,743.81	Y	CLEAR
165011035-PR	03/08/13	03/08/13	LUJAN, AIDA M	322.98	Y	CLEAR
165011036-PR	03/08/13	03/08/13	LUJAN, JO H	961.66	Y	CLEAR
165011037-PR	03/08/13	03/08/13	MITCHELL, JAMES D	1,149.44	Y	CLEAR
165011038-PR	03/08/13	03/08/13	MIXON, GLENDA J.	359.68	Y	CLEAR
165011039-PR	03/08/13	03/08/13	NEAL, RANDY M	1,191.43	Y	CLEAR
165011040-PR	03/08/13	03/08/13	NELSON, KIMBERLY DEANN	281.68	Y	CLEAR
165011041-PR	03/08/13	03/08/13	OXEDINE, JULIE ANN	1,100.92	Y	CLEAR
165011042-PR	03/08/13	03/08/13	PARKER, ROSA M.	532.50	Y	CLEAR
165011043-PR	03/08/13	03/08/13	REYNOLDS, COLBY TYREL	992.21	Y	CLEAR
165011044-PR	03/08/13	03/08/13	RIVAS, SILVIA Z	660.31	Y	CLEAR
165011045-PR	03/08/13	03/08/13	RODRIGUEZ, LAURIE ANN	671.02	Y	CLEAR
165011046-PR	03/08/13	03/08/13	ROGERS, JERRY NEIL	93.37	Y	CLEAR
165011047-PR	03/08/13	03/08/13	SETTLE, CHASE E.	407.66	Y	CLEAR
165011048-PR	03/08/13	03/08/13	SHEPARD, SANDRA KAY	1,703.70	Y	CLEAR
165011049-PR	03/08/13	03/08/13	SHIPLEY, DANA A	354.65	Y	CLEAR
165011050-PR	03/08/13	03/08/13	SHIPLEY, DANA A	397.60	Y	CLEAR
165011051-PR	03/08/13	03/08/13	SHROPSHIRE, LAURIE BETH	926.20	Y	CLEAR
165011052-PR	03/08/13	03/08/13	SIMPSON, VIDA D.	877.65	Y	CLEAR
165011053-PR	03/08/13	03/08/13	SOLTERO, MINERVA ZAMARRON	872.89	Y	CLEAR
165011054-PR	03/08/13	03/08/13	SPALDING, BRIAN A	870.71	Y	CLEAR
165011055-PR	03/08/13	03/08/13	STEVENS, BILLY JOE	1,501.51	Y	CLEAR
165011056-PR	03/08/13	03/08/13	STROUD, LEON EDWARD	1,004.42	Y	CLEAR
165011057-PR	03/08/13	03/08/13	TALIAFERRO, NORMA ANNE	756.54	Y	CLEAR
165011058-PR	03/08/13	03/08/13	TALIAFERRO, NORMA ANNE	638.09	Y	CLEAR
165011059-PR	03/08/13	03/08/13	TALIAFERRO, STEPHEN WARREN	2,070.27	Y	CLEAR
165011060-PR	03/08/13	03/08/13	TRAMMELL, SHARON D	692.29	Y	CLEAR
165011061-PR	03/08/13	03/08/13	WILLHELM, RHONDA REJEAN	1,375.65	Y	CLEAR
165011062-PR	03/08/13	03/08/13	WILSON, COY LEE	305.25	Y	CLEAR
165011063-PR	03/08/13	03/08/13	WOLF, BLANE AUSTIN	1,417.65	Y	CLEAR
165011064-PR	03/08/13	03/08/13	WOLF, BRANDY J.	1,029.46	Y	CLEAR
165011065-PR	03/08/13	03/08/13	WOLF, CHARLES M.	782.55	Y	CLEAR
165011066-PR	03/08/13	03/08/13	WOLF, JAMES ROBERT	1,321.33	Y	CLEAR
165011067-PR	03/08/13	03/08/13	WRIGHT, SHERYL LYNN	773.10	Y	CLEAR
				61,170.25		
165151000-PR	03/22/13	03/22/13	ANCHONDO, JOE BRIAN	1,316.37	Y	CLEAR
165151001-PR	03/22/13	03/22/13	ARMENDARIZ, ELVIA G.	322.98	Y	CLEAR
165151002-PR	03/22/13	03/22/13	ARMENDARIZ, JUAN DEDIOS	1,128.09	Y	CLEAR
165151003-PR	03/22/13	03/22/13	ASHABRANNER, JEFFREY COLE	920.49	Y	CLEAR
165151004-PR	03/22/13	03/22/13	BAKER, GENEVA RAQUEL	1,052.73	Y	CLEAR
165151005-PR	03/22/13	03/22/13	BARRON, BRENDA L	1,061.71	Y	CLEAR
165151006-PR	03/22/13	03/22/13	BLAGE, DONNA LINDSAY	527.04	Y	CLEAR
165151007-PR	03/22/13	03/22/13	CATES, SAMMIE ALTON JR.	990.34	Y	CLEAR
165151008-PR	03/22/13	03/22/13	CROW, RICHARD LEROY	260.25	Y	CLEAR
165151009-PR	03/22/13	03/22/13	DE ANDA, ERIC RUBEN	1,036.16	Y	CLEAR

Winkler County Treasurer THE SOFTWARE GROUP, INC.	PAYROLL / PERSONNEL SYSTEM		12:13:34pm	01 Apr 20
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CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
165151010-PR	03/22/13	03/22/13	DE ANDA, ERIC RUBEN	459.02	Y	CLEAR
165151011-PR	03/22/13	03/22/13	EGGER, MONTY ZANE	1,090.10	Y	CLEAR
165151012-PR	03/22/13	03/22/13	EVEREST, ELONDA	1,257.61	Y	CLEAR
165151013-PR	03/22/13	03/22/13	EVERETT, JAMES S	2,494.18	Y	CLEAR
165151014-PR	03/22/13	03/22/13	FLOWERS, RONNIE CLAUDE	998.29	Y	CLEAR
165151015-PR	03/22/13	03/22/13	FRANKS, PATRICIA A.	1,621.34	Y	CLEAR
165151016-PR	03/22/13	03/22/13	GARRETT, CARL MICHAEL	1,077.08	Y	CLEAR
165151017-PR	03/22/13	03/22/13	GUZMAN, DOMINGO JR.	994.23	Y	CLEAR
165151018-PR	03/22/13	03/22/13	HAMMOND, SUSAN MARIE	914.03	Y	CLEAR
165151019-PR	03/22/13	03/22/13	HARTLEY, WANNAH L	1,300.29	Y	CLEAR
165151020-PR	03/22/13	03/22/13	HEREDIA, BRENNIA TERESA	758.68	Y	CLEAR
165151021-PR	03/22/13	03/22/13	HOGUE, AMBER MAY	878.45	Y	CLEAR
165151022-PR	03/22/13	03/22/13	HOLDER, PAULA JEANNE	779.63	Y	CLEAR
165151023-PR	03/22/13	03/22/13	HOLGUIN, DOROTHY A	433.67	Y	CLEAR
165151024-PR	03/22/13	03/22/13	HOLLEY, TIFFANY ELIZABETH	1,601.13	Y	CLEAR
165151025-PR	03/22/13	03/22/13	HOLLEY, TOBY W	1,072.30	Y	CLEAR
165151026-PR	03/22/13	03/22/13	JEROME, ALLEN RAY	884.84	Y	CLEAR
165151027-PR	03/22/13	03/22/13	JOHNSON, BRIAN JAMES	954.82	Y	CLEAR
165151028-PR	03/22/13	03/22/13	JOHNSON, CHERYL L.	712.27	Y	CLEAR
165151029-PR	03/22/13	03/22/13	KEMP, TEVIN SCOTT	844.99	Y	CLEAR
165151030-PR	03/22/13	03/22/13	KLINE, KATY P.	721.63	Y	CLEAR
165151031-PR	03/22/13	03/22/13	KYLE, RICHARD LESLIE	900.21	Y	CLEAR
165151032-PR	03/22/13	03/22/13	LALONDE, RODNEY L	1,010.79	Y	CLEAR
165151033-PR	03/22/13	03/22/13	LALONDE, SHEILA BAILE	968.72	Y	CLEAR
165151034-PR	03/22/13	03/22/13	LEAVITT, JOHN HARVEY	1,212.90	Y	CLEAR
165151035-PR	03/22/13	03/22/13	LECK, BONNIE S.	2,159.83	Y	CLEAR
165151036-PR	03/22/13	03/22/13	LUJAN, AIDA M	322.98	Y	CLEAR
165151037-PR	03/22/13	03/22/13	LUJAN, JO H	1,123.83	Y	CLEAR
165151038-PR	03/22/13	03/22/13	MITCHELL, JAMES D	1,200.51	Y	CLEAR
165151039-PR	03/22/13	03/22/13	MIXON, GLENDA J.	688.61	Y	CLEAR
165151040-PR	03/22/13	03/22/13	NEAL, RANDY M	1,436.91	Y	CLEAR
165151041-PR	03/22/13	03/22/13	OVEDINE, JULIE ANN	1,354.00	Y	CLEAR
165151042-PR	03/22/13	03/22/13	PARKER, ROSA M.	602.28	Y	CLEAR
165151043-PR	03/22/13	03/22/13	REYNOLDS, COLBY TYREL	1,049.33	Y	CLEAR
165151044-PR	03/22/13	03/22/13	RIVAS, SILVIA Z	811.44	Y	CLEAR
165151045-PR	03/22/13	03/22/13	RODRIGUEZ, LAURIE ANN	730.51	Y	CLEAR
165151046-PR	03/22/13	03/22/13	ROGERS, JERRY NEIL	89.37	Y	CLEAR
165151047-PR	03/22/13	03/22/13	SETTLE, CHASE E.	407.66	Y	CLEAR
165151048-PR	03/22/13	03/22/13	SHEPARD, SANDRA KAY	1,548.39	Y	CLEAR
165151049-PR	03/22/13	03/22/13	SHIPLEY, DANA A	511.95	Y	CLEAR
165151050-PR	03/22/13	03/22/13	SHIPLEY, DANA A	444.32	Y	CLEAR
165151051-PR	03/22/13	03/22/13	SHROPSHIRE, LAURIE BETH	1,211.33	Y	CLEAR
165151052-PR	03/22/13	03/22/13	SIMPSON, VIDA D.	993.49	Y	CLEAR
165151053-PR	03/22/13	03/22/13	SOLTERO, MINERVA ZAMARRON	1,446.57	Y	CLEAR
165151054-PR	03/22/13	03/22/13	SPALDING, BRIAN A	918.45	Y	CLEAR
165151055-PR	03/22/13	03/22/13	STEVENS, BILLY JOE	1,558.83	Y	CLEAR
165151056-PR	03/22/13	03/22/13	STROUD, LEON EDWARD	1,021.42	Y	CLEAR

Winkler County Treasurer THE SOFTWARE GROUP, INC.	PAYROLL / PERSONNEL SYSTEM		12:13:34pm	01 Apr 201
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CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
165151057-PR	03/22/13	03/22/13	TALIAFERRO, NORMA ANNE	855.93	Y	CLEAR
165151058-PR	03/22/13	03/22/13	TALIAFERRO, NORMA ANNE	638.09	Y	CLEAR
165151059-PR	03/22/13	03/22/13	TALIAFERRO, STEPHEN WARREN	2,286.58	Y	CLEAR
165151060-PR	03/22/13	03/22/13	TRAMMELL, SHARON D	1,026.99	Y	CLEAR
165151061-PR	03/22/13	03/22/13	TREADWELL, RENEE SUZANNE	1,212.60	Y	CLEAR
165151062-PR	03/22/13	03/22/13	WILLIHELM, RHONDA REJEAN	1,567.42	Y	CLEAR
165151063-PR	03/22/13	03/22/13	WILSON, COY LEE	365.62	Y	CLEAR
165151064-PR	03/22/13	03/22/13	WOLF, BLANE AUSTIN	1,549.52	Y	CLEAR
165151065-PR	03/22/13	03/22/13	WOLF, BRANDY J.	1,847.43	Y	CLEAR
165151066-PR	03/22/13	03/22/13	WOLF, CHARLES M.	814.83	Y	CLEAR
165151067-PR	03/22/13	03/22/13	WOLF, JAMES ROBERT	1,533.51	Y	CLEAR
165151068-PR	03/22/13	03/22/13	WRIGHT, SHERYL LYNN	863.20	Y	CLEAR
				70,780.69		
				215,277.71		

238 records listed.

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve County Maintenance Road Mileage Certification and authorize County Judge to sign same; which motion became an order of the Court upon the following vote:

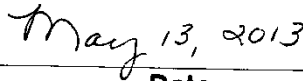
Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

COUNTY MAINTAINED ROAD MILEAGE CERTIFICATION

**Winkler County concurs with TxDOT's certified mileage
of 138 for the County Maintained Road Mileage.**



County Judge



Date

Please return to:

**Texas Department of Transportation
Transportation Planning and Programming Division
Attention: Michael Chamberlain
P.O. Box 149217
Austin, Texas 78714-9217**

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept tobacco settlement funds from Texas Department of State Health Services in the amount of \$53,857.26; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Grant Agreement for Routine Airport Maintenance Program (RAMP) between Winkler County as Sponsor and the Texas Department of Transportation, Aviation Division for airport maintenance at Winkler County Airport; which motion became an order of the Court upon the following vote:

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



February 28, 2013

Randy Neal, County Commissioner Pct. #1
County of Winkler
P.O. Drawer Y
Kerens, Texas 79745

TxDOT Project No.: AM 2013WNKCO
TxDOT CSJ No.: M306WNKCO
Fund Source: 350C480927

Dear Commissioner Neal:

Thank you for your 2013 Routine Airport Maintenance Grant request - we appreciate your participation in preserving and improving the Winkler County Airport. Enclosed are two copies of the TxDOT CSJ Number M306WNKCO Grant for Routine Airport Maintenance Program between the County of Winkler, as airport sponsor, and the Texas Department of Transportation.

A General Maintenance description of routine airport maintenance has been included in the Scope of Services so that grant funds can be used for these type of items without having to itemize or amend the grant. Special Project work items can be added to the grant at your request, or by amendment any time after execution. Please execute the Agreement and complete the Certification - it will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. Both copies of the Agreement and Certification should have original signatures for acceptance.

A notice to proceed may not be issued until the grant has been executed by the State, so please return both copies of the fully signed and witnessed grant documents as soon as possible to:

Mailing Address: TxDOT Aviation Division, 125 E. 11th Street, Austin, Texas 78701-2483.

Overnight Address: TxDOT Aviation Division, 150 E. Riverside Dr., 5th Floor South Tower, Austin Texas 78704

It is our understanding that the County of Winkler will purchase items or contract for the work as described on Attachment A of the Agreement and will request reimbursement for 50% of the actual eligible costs from the State. A request for reimbursement form will be included when we return your copy of the grant executed by the State.

TxDOT audit requirements for grants have continued to evolve, and we will be contacting you in early 2013 to request copies of your 2012 audited financial statement, state single audit response, and A-133 Audit if required.

If you have any questions or need additional assistance please let me know.

Megan Caffall

Megan Caffall

RAMP Program Manager

cc: Mike Stroope, Odessa District



2013 Routine Airport Maintenance Program (RAMP) Grants

- State funding is a \$50,000 match per airport for each fiscal year. The State fiscal year begins September 1st. The local government match is 50% of actual costs plus any excess of \$100,000 total costs.
- The program includes "lower cost" airside and landside airport improvements. These items can be more than just maintenance and may be new or additional items of work. Examples are: construction of airport entrance roads; pavement of airport public parking lots; installation of security fencing; replacement of rotating beacon, etc. TxDOT will determine the eligibility of specific items. **Keep in mind that airside improvements are of first priority before requesting assistance with landside maintenance and improvements.**
- Local governments are allowed to issue their own contracts for scope of services, or TxDOT local districts can perform services within their capabilities. TxDOT will not participate in contracts for any ineligible scope items or for costs that are unreasonable for the type of service. Local government force account work is NOT ELIGIBLE, but purchase of materials for construction with sponsor labor is eligible.
- A Grant must be executed each state fiscal year, prior to work being performed, and before June 30th of the grant fiscal year. To initiate the grant the City or County should contact Aviation Division with a description of the project for which the grant is being requested and the estimated cost of the project, if available. The contract may be in the form of a written letter, electronic mail, facsimile, by telephone, or personal contact with staff.
- Work as described on the Scope of Services of the grant shall be completed during the State fiscal year (September 1st - August 31st.)

Call the Aviation Division at 1-800-687-4568 (68-PILOT) for more information or go to Aviation on the TxDOT Web Site: <http://www.txdot.gov/business/aviation/default.htm>

ELIGIBLE WORK ITEMS UNDER RAMP GRANTS

AIRSIDE MAINTENANCE	
Pavement crack sealing	
Pavement Slurry Seal/Fog Seal/Rejuvenator	
Pavement markings	
Limited pavement failure repairs	
Drainage maintenance	
Sweeping	
Herbicide - fire ant control	insecticide tree eradication
Replacement bulbs/lamps for airside lighting fixtures and approach aids	
Beacons, lighting, approach aids - repair and maintenance	
Parts replacement for AWOS not covered under warranty	
AFTER AIRSIDE MAINTENANCE HAS BEEN ADDRESSED	
Seal coating/surf/track seal for non-airside pavement, repair/maintenance of airport public auto parking	
Hangar/terminal building painting and repairs - sponsor owned facilities only	
Security camera systems	
Gate proof or security fencing and gates, electric gate openers	
Access roads for AWOS installations	
Navigational aid purchase and installation	
NADIN interface monthly charge	
Airport entrance signs & landscaping	
Repairs to airport owned fuel systems, including replacement of tanks	
Professional Services for preparation of Storm Water Pollution Prevention, Spill Prevention Control & Countermeasure Plans and maintenance/update of these plans	
SMALL CAPITAL IMPROVEMENT PROJECTS	
New public auto parking areas - engineering/design costs included	
New entrance roads, hangar access roads - engineering/design costs included	
Design and Construction of aircraft wash racks as indicated by SWPPP	
Expansion of apron areas or new apron areas - engineering/design costs included	
Pilot lounge/small general aviation terminal buildings	
Drainage improvements - engineering/design costs included	
Extension of runway lighting systems - engineering/design costs included	
Beacon/tower replacements	
Water wells, lines/sewer lines/diagnostic systems - compliance with EPA and TCEQ responsibility of Sponsor	
Preparation of FAA form 7460-1 "Notice of Proposed Construction or Alteration" for RAMP projects	
INELIGIBLE WORK ITEMS UNDER RAMP GRANTS	
Mowing - may be done by TxDOT or TxDOT contract forces but the cost is 100% Sponsor responsibility	
Purchase of Capital Outlay Equipment except as allowed above	
Operating Expenditures	
Consumables - unless listed above	
Force Account work by sponsor	
<i>Work performed or purchases made prior to the grant being fully executed</i>	

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)

TxDOT Project No.: AM 2013WNKCO
TxDOT CSJ No.: M306WNKCO

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

- 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, whichever 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

<p>Only work items as described in Attachment A. Scope of Services of this Grant are reimbursable under this grant.</p> <p>Work shall be accomplished by August 31, 2013, unless otherwise approved by the State.</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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</p>	<p>The State will not participate in funding for force account work conducted by the Sponsor.</p> <p>6. This Grant shall terminate upon completion of the scope of services.</p> <p>Part III - Sponsor Responsibilities</p> <p>1. In accepting this Grant, if applicable, the Sponsor guarantees that:</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and</p> <p>g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and</p> <p>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</p> <p>i. an Airport Fund shall be established by resolution, order or ordinance in the</p>		
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<p>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</p> <p>1. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and</p> <p>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 require 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.</p> <p>l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.</p> <p>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 in 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.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Part IV - Nomination of the Agent</p> <p>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.</p> <p>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:</p> <p>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;</p> <p>b. enter into contracts as necessary for execution of scope of services;</p> <p>c. if State enters into a contract as Agent, exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an</p>		
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- 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.
- 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. Gov. 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 remedies shall not limit the State's authority to enforce its rules, regulations or

06/01/2013

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06/01/2013

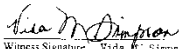
Page 7 of 12

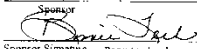
Part VI - Acceptances

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 8th day of May, 2013.

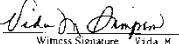

Witness Signature: Vida M. Simpson
Administrative Assistant to
Witness Title: Winkler County Judge

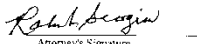

Sponsor Signature: Bonnie Leck
Winkler County Judge
Sponsor Title

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 Winkler, Texas, this 8th day of May, 2013.


Witness Signature: Vida M. Simpson
Administrative Assistant to
Witness Title: Winkler County Judge


Attorney's Signature

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: _____

Date: _____

06/01/2013

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06/01/2013

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Attachment A
Scope of Services
TxDOT CSJ No.: M306WNKCO

Activity	Amount	Amount	Amount
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
MISCELLANEOUS	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
Total	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: The County of Winkler, Texas
Bonnie Leck
Signature: Bonnie Leck
Title: Winkler County Judge
Date: May 8, 2013

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, utility infrastructure, fencing, herbicide application, sponsor owned and operated fuel systems, hangars, buildings, terminal buildings and security systems, professional services for environmental compliance, approved project design. Special requests 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.

04/01/2013 Page 10 of 12

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M306WNKCO

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.

The County of Winkler, Texas
(Sponsor)
By: Bonnie Leck
Title: Winkler County Judge
Date: May 8, 2013

State of Texas Single Audit Requirements

Bonnie Leck, Winkler County Judge, I, Bonnie Leck, do certify that the County of Winkler will comply with all (Designated Representative) 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.

Bonnie Leck
Signature: Bonnie Leck
Winkler County Judge
Title
Date: May 8, 2013

04/01/2013 Page 11 of 12

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M306WNKCO

The County of Winkler designates Bonnie Leck, Winkler County Judge (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.

The County of Winkler, Texas
(Sponsor)
By: Bonnie Leck
Title: Winkler County Judge
Date: May 8, 2013

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Drawer 7
Kermit, TX 79745

Overnight Mailing Address: 100 East Winkler
Kermit, TX 79745

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

Email address: bonnie.leck@co.winkler.tx.us

04/01/2013 Page 12 of 12

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Commissioner, Precinct No. 3, for herbicide application at Winkler County Airport in the approximate amount of \$6,000.00 from contingency funds, one-half (1/2) to be reimbursed from RAMP grant; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 3, to replace two (2) air conditioners at Winkler County Airport in the approximate amount of \$6,000.00 from contingency funds, one-half (1/2) to be reimbursed from RAMP grant; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 2, to purchase Polaris in the amount of \$13,910.49 from capital expenditure funds and balance from Wink Barn budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve request of Commissioner, Precinct No. 4, to replace air conditioner in DPS office at 401 South Pine, Kermit in the amount of \$4,461.30 from contingency funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Neal and Thompson
Noes: Commissioner Wolf

Following discussion regarding opening/closing dates for swimming pools, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to open Kermit pool on June 01, 2013 and Wink pool on weekends beginning May 18, 2013, with a full schedule when school closes; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Annual Maintenance Agreement between Priority Pump and Supply L.P. and Winkler County for wind turbine at Winkler County Law Enforcement Center for the period of May 14, 2013 to May 13, 2014 and payment in the amount of \$2,125.00 from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, 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 13, 2013

Mr. Kary R. Duncan
President/CEO
Priority Pump and Supply, LP
721 South Avenue C
Kermit, TX 79745

**RE: Annual Maintenance Agreement, Winkler County Law
Enforcement Center Wind Turbine**

Dear Mr. Duncan:

Enclosed is an executed copy of the above referenced Annual Maintenance Agreement between Priority Pump and Supply, LP and the Commissioners' Court of Winkler County. This Agreement was approved in our Commissioners' Court held on Monday, May 13, 2013.

We do appreciate your help in this matter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Bonnie Leck".

Bonnie Leck
Winkler County Judge

BL/vs

CC: George Keely, Winkler County Sheriff
Jeanna Wilhelm, Winkler County Auditor
Shethelia Reed, Winkler County Clerk

Enclosure

Priority Pump and Supply, LP
210 East Hwy 302
Kermit, Texas 79745
432-586-2030 Fax 432-586-6772
Business office 721 South Ave. C
Kermit, Texas 79745
432-586-6771

May 9, 2013

Winkler County
Atten: Judge Bonnie Leck
P.O. Drawer Y
Kermit, Texas 79745

RE: Annual Maintenance Agreement
Winkler County Law Enforcement Turbine


Dear Judge Leck,

Annual Maintenance for the Winkler County Law Enforcement Center Wind Turbine is due at this time. Yearly fee for maintenance will be \$2,125.00. The Cost covers Lubricants, grease, and Oils as described on Annual Maintenance Sheets included in your contract. Governing Springs to maintain blade tension and function, to be able to feather blades in high wind condition to protect turbine from Exceeding proper RPM. Priority Pump and Supply, LP will also check torque of minimum of 10% of structural bolts for proper setting as described in manual. We shall check as well Ohms grounding to cad welded grounding Quadrant. Our Goal is to ensure The Wind Turbines proper function for the future.

Please indicate your approval of this maintenance by contacting Kary R. Duncan At 432-853-1393. We will forward an invoice with information when the work is Performed for your records.

Thank you for this opportunity to serve Winkler County.

Respectfully,


Kary R. Duncan
President / CEO

ACCEPTED:
WINKLER COUNTY

By: 
Bonnie Leck
Winkler County Judge

May 13, 2013

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Service Agreement between COPsync and Winkler County for COPsync software, hardware and support; which motion became an order of the Court upon the following vote:

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

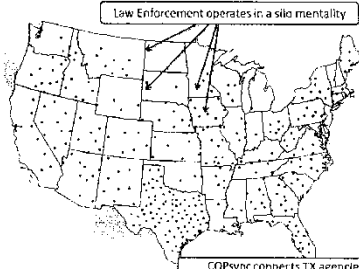
**COPsync
Network Subscription
Proposal**
**Winkler County, Texas
Sheriff's Office**

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www.copsync.com

COPsync Vision

Law Enforcement is bound by geographical and jurisdictional boundaries

Law Enforcement operates in a silo mentality



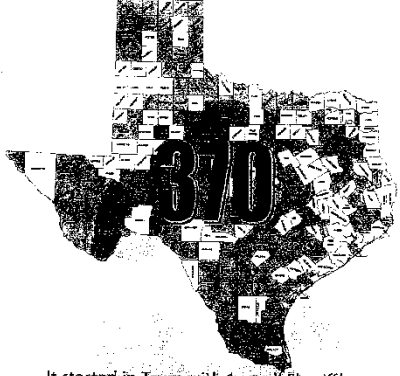
What the nation needs is one centralized law enforcement network

COPsync
FOR OFFICERS BY OFFICERS

All officers in every jurisdiction connected in *real-time* by adding a data network connection.

FOR OFFICERS BY OFFICERS © Copyright COPsync, Inc. 2013

COPsync Vision



It started in Texas with 1 small Sheriff's office. Today more than 370 Texas agencies are live and sharing information on the COPsync network.

More agencies make better information.
You make the network better!

FOR OFFICERS BY OFFICERS © Copyright COPsync, Inc. 2013


COPsync Mission


To create value by enabling law enforcement officers and other security professionals to interdict crime and criminal activity more effectively and efficiently, thereby protecting lives and property.

FOR OFFICERS BY OFFICERS © Copyright COPsync, Inc. 2013

COPsync Products

COPsync™
FOR OFFICERS BY OFFICERS
Real-time information sharing network

 **WARRANTsync™**
Real-time Warrant Clearing
Real-time warrant clearing network

 **VIDTAC™**
powered by patrol
Software solution for video

COP sync 911™
Threat? Alert!
Real-time threat alert system

FOR OFFICERS BY OFFICERS

© Copyright COPsync, Inc. 2011

Welcome Letter

Dear Winkler County Sheriff's Office

Welcome to COPsync - the largest law enforcement real-time, in-car information sharing, communication and data interoperability network in the U.S.

Enclosed is the quote we committed to provide along with each of the supporting documents outlined in our meeting. These materials are intended to expedite your acquisition of the COPsync product or service you are acquiring as quickly as possible.

If you find any points in the enclosed documents for which you need clarification or discussion, please do not hesitate to contact your account executive or your customer support representative. Their contact information appears in the enclosed materials.

COPsync provides its commitment to you that we will work diligently with you to ensure you become an active customer in the timeliest manner as possible. It will assist us if you will fax your documents prior to mailing. We will be calling and/or visiting you throughout the process to keep you informed of the progress in processing your order.

For more information about COPsync and its suite of products and services, visit

We appreciate your business and look forward to serving your agency's needs. Please don't hesitate to call us with your questions or concerns as they arise.

The COPsync Customer Care Team

Agency Implementation Manager:
Wesley Harris, (214) 215-8072, wharris@copysync.com

Regional Sales Manager:
Patrick Hawthorne, (830) 660-6290, phawthorne@copsync.com

P.O. Box 822108, Dallas, Texas 75380-2108

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www.copyright.com

Printed 4/22/2013

COPsync
FOR THE LEAD OF OFFENSE

Welcome Letter

Index of Attachments

Attachment A -- COPsync Service Agreement

Attachment D -- Sole Source Letter

Attachment H -- PPFAO Checklist, Requirements, and Contact Info


P.O. Box 802108, Dallas, Texas 75380-2108
872-865-6192 (o), 872-201-9546 (fax)
www.copsync.com

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Attachment
COPysync Service Agreement
Ver. 1-1-12

Terms and Conditions

These Terms and Conditions determine the terms and conditions under which COPysync, Inc. ("COPysync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users the Service ("Service") to which you are subscribing as noted in the Service Agreement and related computer software ("Software").

- Subscription.** We grant you and your authorized users an exclusive subscription to use the executable files of the Software and related documentation files in conjunction with a user-unique access ID and our IP of the Software. The fees for your use of the Software and the Service are specified in the Service Agreement to which these Terms and Conditions are attached.
- Term.** The initial term (the "Initial Term") of the Service and the Service Agreement shall be stated in the Service Agreement, unless terminated sooner is provided herein. As the result of the initial Term, the Service Agreement shall automatically renew for successive one-year periods (the "Renewal Term") at our then-current rates, unless either you or we modifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.
- Permitted Use Only.** The COPysync Service and the related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case who are engaged with valid law enforcement purposes only. The COPysync V11 Service, COPysync Server and the related Software may be used solely to communicate with the law enforcement officers that use the COPysync V11 Service. The COPysync V11 Service, unless properly used, may be used solely for law enforcement purposes. All other access is unauthorized and shall cause a violation of these Terms and Conditions.
- Restrictions:** You may not: (1) copy or conduct any part of the Service or Software; (2) allow any unauthorized person to third party to use the Service or Software; or use the data as confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or use across the Service or Software in any manner thereof; or (3) allow more than one individual to share a unique identification number to access the Service or Software, except in the case of the V11 or system multiple use of the evidence databases are permitted. (4) use the Service or Software in any manner that infringes any of our copyright, intellectual property rights, or proprietary or proprietary rights.

Additionally, you may not (1) use the Service or Software to develop, use, own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future) (2) sell, use, transfer, distribute, transfer, or otherwise use the Service or Software or its content; (3) copy, reproduce, manufacture, reverse engineer, disseminate, or reverse engineer the Software comprising the Service or Software, or develop or develop the design, structure, or operation of the Service or Software to gain control in any person, information or service; (4) use any radio, cell, wireless, cable, optical, satellite or other means of communication to transmit or receive any portion of the Service or Software source code or content or related information, in any way; (5) remove or obscure any of our copyright, patent, or other intellectual property notices.

- Title, Confidentiality, Title, ownership rights, and intellectual property rights** as to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any third party patent.

P.O. Box 802-08, Cham, Texas 75820-2108
977-854-1182 or 977-321-3345 (fax)
www.copysync.com

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[illegible]

COPsync
FOR THE LAW ENFORCEMENT


ASSIGNMENT: A
COPsync Services Agreement
Ver. 7-8-12

In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the successor or a merger of COPsync, with or without other entities, or (d) any assignee of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas, without regard to the conflicts of law provisions thereof and applicable U.S. federal law.

P.O. Box 902105, Dallas, Texas 75286-2100
972-955-0155 ext. 572-201-9649(jaw)
www.copsync.com

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Attachment D
Sole Source Letter

Dear Winkler County Sheriff's Office

This is a letter to advise that we are the sole source provider of the COPsync™ law enforcement real-time, in-car information sharing, communication and data interoperability network. We hold all copyrights for the software and have pending patent applications covering elements of the functionality. The COPsync™ solution is unique, in part, because it provides all the following functionality in one consolidated software solution:

1. Real-time information sharing among all users at the point of incident – Data is gathered electronically at the point of incident, and is immediately available system wide. The COPsync network allows user agencies to exchange information from disparate record management systems through a common medium;
2. Instant access to all reports and citations among all users – All activity conducted on individuals, their associates, vehicles and locations is immediately available to all users;
3. Eliminates redundant data entry providing dividends in efficiency – Information captured from a driver's license scan or already resident in the system is populated across all forms automatically. Data collection and entry is standardized;
4. Multi-Jurisdictional Compatibility – Information sharing at the point of incident is available among users in all states;
5. GPS/AVL (Global Positioning/Auto Vehicle Location) – The location, direction, speed and current activity of every user on the system is available to all COPsync network users;
6. Distance-Based Alerts – If a user enters the name, address, vehicle license plate, or associate of someone with a BOLO, the five nearest officers are automatically notified regardless of the agency;
7. Instant communication among all users – Any user on the system can be sent an instant message by selecting them on a list. The messaging is multi-jurisdictional and encrypted so it can only be monitored by COPsync users.
8. Map-Based Messaging – Messages can also be sent by clicking the receiving vehicle on the AVL map;
9. National, State and Local criminal database access – Criminal and vehicle history can be requested from the vehicle;
10. Vehicle Crash Reporting and Diagram Builder – All state forms and crash reports are generated electronically in COPsync, as well as the diagram;
11. e-Citation Utility – Tickets can be written in the system and are viewable by all users;
12. Law Reference Library – All relevant codes are loaded into the system and legislative updates are included, and can be searched by keyword, section or statute;



Attachment D
Sole Source Letter

13. BOLO (Be On the Lookout) Database – Notices from Officer Safety Alerts to Missing Persons can be entered into the system. Officers making contact with a person, vehicle, location or associate of a person with a BOLO are immediately alerted;

14. Electronic Reporting including Driving While Intoxicated Utility – All reports can be completed electronically, in the field, and without redundant data entry. Forms like Booking Sheets, Complaint Forms, Towed Vehicle Inventories, and many others can be generated from the same centralized

15. COPsync Cache – Officers can continue to work seamlessly even in a disconnected state or in areas where they do not have a cellular signal.

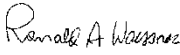
16. Criminal Trespass Database – Officers can quickly and easily generate Criminal Trespass Warnings and print them in the field. They are then tracked in the database and available to all users;

17. No Technology Changes Required – COPsync can be used effectively without making changes to your current record, jail, or court management technology infrastructure. COPsync can also be interfaced with any record, jail, court, or computer-aided dispatch system;

18. GJNDM/NIFEM Compliant – COPsync is compliant with the Global Justice XML and the National Information Exchange Model.

In summary, more than 300 law enforcement agencies in Texas, including the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE), have purchased COPsync on a sole-source basis. If you have any questions relating to this topic, please feel free to contact the COPsync customer support team between the hours of 8am – 5pm, Monday through Friday at 972-865-6192.

Very truly yours,



Ronald A. Weissner
Chief Executive Officer

P.O. Box 802108, Dallas, Texas 75380-2108
972-865-6192 (tel), 972-201-9646 (fax)
www.copsync.com


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Attachment H
PPFAO Checklist, Requirements, and Contact Info

The PPFAO financing will be provided by Government Capital Corporation which will require the


1. Three years audited financials. (Your assistance will be requested by Gov Cap if needed)
2. Current year budget needed. (Your assistance will be requested by Gov Cap if needed)
3. The date of the commissioners' court/city council meeting when the purchase will be decided

Gov Cap will provide a sample agenda item for the meeting.
Gov Cap will provide the resolution for the meeting*

4. You are to confirm that the purchase has been added to the commissioners' court/city council meeting agenda.

* A resolution must be presented to the governing body for vote to finalize your purchase. Gov Cap will send language for this resolution specific to the requirements your particular court. A general sample of that language is given below.

Ethics and consider, contingent upon the approval of the Attorney of the Dallas Police Department (the "Issuer"), to enter into a certain Finance Contract, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of purchasing and financing "COPsync Equipment". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended



Attachment H
PPFAO Checklist, Requirements, and Contact Info

RESOLUTION # _____

A RESOLUTION REGARDING A FINANCE CONTRACT FOR THE PURPOSE OF
PROCURING "COPsync Equipment".

WHEREAS, contingent upon the approval of the Attorney of Winkler County (the "Issuer"), the Issuer desires to enter into that certain Finance Contract, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing the acquisition of "COPsync Equipment". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY WINKLER COUNTY:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing the acquisition of "COPsync Equipment" contingent upon the approval of the Winkler County Attorney.

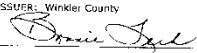
Section 2. That the Finance Contract by and between the Winkler County and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer hereby designates Bonnie Leck (NAME), Winkler County Judge (TITLE), as an authorized signer of the Finance Contract by and between the ~~Issuer~~ Winkler County and GCC.


PASSFD AND APPROVED BY the Commissioner's Court of Winkler County in a meeting held on the 22nd day of April, 2013

ISSUER: Winkler County

Attest:



County Judge: Bonnie Leck



County Clerk and Ex-Officio Clerk of Commissioners Court: Shethalia Reed

P.O. Box 802108, Dallas, Texas 75380-2108
972-865-6192 (tel), 972-201-9646 (fax)
www.copsync.com

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Following discussion regarding status of Emergency Medical Service Ambulances and purchasing additional ambulance for Winkler County Emergency Medical Service, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to declare an emergency because of condition of existing ambulances and purchase an additional ambulance with same specifications as last one ordered at HGAC or Buy Board price to be paid from uncommitted reserves; which motion became an order of the Court upon the following vote:

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

At 10:30 a.m., the Court entered into Executive Session in accordance with Section 551.071, Government Code, V.T.C.A., to consult with attorney contemplated litigation concerning health insurance reimbursements. The Court then returned to open session with the following action being taken:

45

05-13-2013

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to authorize Robert Scogin, Attorney at Law, to discuss this matter with other attorneys and present to the Commissioners' Court an attorney or attorneys who would be interested in representing Winkler County on a contingent fee basis concerning this matter; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, 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 \$8,430.35 to Beth Lee Insurance Agency, Inc. for Medical Professional Liability and General Liability Insurance for Winkler County Emergency Medical Service for the term of May 14, 2013 to May 13, 2014; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve payment in the amount of \$3,649.99 to Thomson Reuters – West for discount plan charges and subscription product charges for Law Library from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve payment in the total amount of \$1,728.00 to Total Office Solution for contract base rate charge for maintenance of the following machines for the period of April 01, 2013 to March 31, 2014 from budgeted funds:

1. County Attorney Office fax – Xerox-WorkCentre Pro 555/575 - \$300.00;
2. County Extension Office – Xerox/CopyCentre C20 – \$300.00
3. County Sheriff Office – Xerox/WorkCentre Pro 423/428 – \$376.00
4. County Tax Assessor/Collector Office – Xerox/WorkCentre Pro 423/428 - \$376.00; and
5. County Auditor Office – Xerox/WorkCentre Pro 423/428 – \$376.00

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

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


A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve payment in the amount of \$4,355.00 to GovConnection for software and licensing for County computers from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Wolf to approve Proposal for CodeRED Emergency Communications Network Weather Warning System and payment in the amount of \$1,207.10 from budgeted funds; which motion became an order of the Court upon the following vote:

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



CHARLES M. WOLF
EMERGENCY MANAGEMENT COORDINATOR
WINKLER COUNTY, TEXAS
432.527.8855 OFFICE
214.244.5150 CELL
432.527.8851 FAX
winkler.emc@co.tx.us
P.O. Drawer Y
Kermit, TX 79745

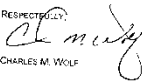
CODE RED RENEWAL

TO: WINKLER COUNTY, LOVING COUNTY, CITY OF KERMIT, CITY OF WINK, WINK-LOVING ISD

GREETINGS TO ALL,

LAST YEAR WE ALL WE ENTERED INTO A AGREEMENT WITH EMERGENCY COMMUNICATIONS NETWORK (CODE RED) TO PROVIDE SERVICES FOR MASS NOTIFICATION IN CASE OF EMERGENCIES AND SEVERE WEATHER ALERTS IN OUR AREA. IT IS NOW TIME TO RENEW OUR CONTRACT FOR THE NEXT YEAR. I HAVE ATTACHED COPIES OF THE AGREEMENT AND PROPOSALS FOR THE NEXT YEAR FOR YOUR CONSIDERATION. THE BEST NEWS IS THAT THERE HAS BEEN NO COST INCREASE FOR THE RENEWAL CONTRACT. IF YOU WOULD PLEASE REVIEW THE DOCUMENTS AND LET ME KNOW OF YOUR INTENTIONS FOR THE UPCOMING YEAR. WE MUST ALL MAKE A DECISION BEFORE JUNE 1, 2013

RESPECTFULLY,



CHARLES M. WOLF

Speed and reliability define emergency notification


CODE RED

Winkler County Loving County


RENEWAL PROPOSAL

MIKE BURTON

TEL: 800.365.7611 x310
FAX: 800.365.7611 x310
WWW: www.code-red.com
OFFICE: 3 Sunrise Blvd. Orange Beach, FL 32567



EMERGENCY COMMUNICATIONS NETWORK



CodeRED & CodeRED Weather Warning Renewal Cost Proposal

CodeRED:

The web-based CodeRED® service, from Emergency Communications Network (ECN), was designed specifically to enable local government officials to record, send and track personalized voice, email, text and social media messages to thousands of citizens in minutes. ECN's dedicated, triple redundant network is capable of sending critical communications at maximum throughput (as determined by local telephone infrastructure). The proprietary trapping technology and patented delivery methods employed by ECN add to the value of this affordable, high-speed notification system that has been in operation since 1998 and is currently used every day by clients from coast to coast.

- System time, designed to be more than sufficient for normal usage: 15,000 minutes, replenished annually
- Unlimited short text, email and social media messaging
- Initial residential and business calling database supplied by ECN
- Integration and pre-loading of customer supplied data (911 data, utility data, etc.)
- ECN standard trapping and geo-coding
- 24/7 technical support
- Complimentary system time for testing and training
- Design and hosting of custom web page for community enrollment

CodeRED Weather Warning:

Emergency Communications Network's innovative, geographically targeted weather warning product was built to alert citizens in the path of severe weather. Developed on the same calling network infrastructure as the CodeRED solution for community notification and trapping into the National Weather Service's Storm Based Warnings, CodeRED Weather Warning automatically sends telephone messages to affected citizens moments after a severe thunderstorm, flash flood or tornado warning has been issued.

- CodeRED Weather Warning system set-up
- Free one time use of the CodeRED system
 - A community-wide call will be made to introduce the CodeRED Weather Warning product and direct citizens to sign up to receive alerts
- Unlimited severe weather warnings, 24 hours a day, 365 days a year
- Detailed call statistics
- Design and hosting of custom web page for community enrollment

\$7,482 = Annual Cost

Thank you for the opportunity to present CodeRED and submit this cost proposal. If you have any questions, please feel free to contact me.

Confidential Company Information: Emergency Communications Network, Inc. (ECN) is a private company and its information is confidential.

This is the cost break out we used from last year (2012) and I propose we continue with the same numbers for this year. Questions should be forwarded to Charles Wolf.

Thanks,

	Buy In at \$900	Unit Add 45	
City of Kermit	800	2433.54	3233.54
City of Wink	800	425.96	1215.96
Winkler County	800	407.1	1207.1
WISO	800	170.2	970.2
Loving County	800	34.5	834.5
	4000	3475.3	7475.3

CodeRED® Weather Warning Service Addendum

This is an Addendum to the CodeRED Services Agreement ("Agreement") entered into by and between Winkler County (hereinafter "Licensee") a body politic of the State of Texas located at 118 Poplar Street, Kennett, TX 79745 and Emergency Communications Network, LLC (hereinafter "Licensor"). In consideration of the promises set forth herein and contained in the Agreement, Licensee and Licensor agree to amend the CodeRED Services Agreement in the following manner:

1. The following terms shall be added to the original CodeRED Service Agreement:

CodeRED® Weather Warning Service: Licensor's CodeRED Weather Warning Service (CRWW) expands the benefits of the CodeRED service to include the automatic launching of prerecorded Weather Warning call-out projects to Licensee approved subscribers. These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service (NWS), with no relation to the promises set forth herein and contained in the Agreement, Licensee and Licensor agree to amend the CodeRED Services Agreement in the following manner:

CRWW Terms of Use:

Subscribers: Severe weather events can occur at any time of day or night. Accordingly, CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time, 24 hours/day. Unlike the CodeRED service which is pre-populated with calling data for residential and business telephone, the CRWW service targets the telephone numbers of ONLY those households and business that have CHOSEN to participate through an opt-in process. Residents and businesses within the following Texas municipalities: Winkler County and Loving County who wish to receive the CRWW calls can add their name and geographic location to the CRWW subscriber database via the Licensee's CodeRED Residential Update Website. This site is hosted by Licensor for the purposes of allowing citizens to add their contact information to both the CodeRED database and the CRWW database via the Internet. Subscribers shall be subject to the terms and conditions of the CRWW service, which can be reviewed at: <http://www.code-redweb.com/code-reddatacenter/terms.cfm>. ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MUST APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE. All subscriber data is the sole and exclusive property of Licensor.

Limits on Calling Database: Citizens are allowed to enter up to two (2) telephone contact numbers for each CRWW address. Only addresses falling within the geography covered under the CodeRED Services Agreement are eligible to receive CRWW calls. Licensee is responsible for removing subscriber addresses that fall outside of the covered municipality prior to approving records via the on-line Residential Update approval process.

CodeRED Minute Bank Balance: Calls placed automatically via the CRWW Service have no effect on the minute bank balance associated with the CodeRED Service. The additional fees (described below) for the CRWW Service include all minutes used in the delivery of all warning calls made during the term of this Addendum.

Licensee: The CRWW Service is available only as an add-on service module for licensees of the CodeRED Service. The CRWW service license will not be provided under the terms of this Addendum unless a current active Standard CodeRED Services Agreement is in effect.

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of 6

Licensor: _____

Licensee: _____

COST FOR CRWW: Licensee shall pay to Licensor one thousand nine hundred sixty-nine dollars (\$1,969) for the initial term of this Addendum, which shall coincide with the initial term of the Agreement. Thereafter Licensee shall pay one thousand nine hundred sixty-nine dollars (\$1,969) for each successive term of this Addendum, which shall coincide with any renewal term, and the full term of the Agreement. Payment terms shall be identical to the terms contained in the original Agreement for the CodeRED Service. Pricing for CRWW is separate and independent from CodeRED Service Agreement pricing, and the CRWW service can be removed from the CodeRED Service by Licensee by providing 30 days written notice prior to the end of the then-current initial term or renewal term of the Agreement. Licensee will be notified of any price change for CRWW a minimum of 90 days in advance of annual renewal date.

TERM: The term of this CRWW Addendum shall commence as of the effective date of Licensee's CodeRED Services Agreement and shall be for so long as Licensee maintains an active CodeRED Services Agreement and has paid the appropriate fees listed above. Upon termination of the CodeRED Services Agreement, access to the CRWW system will terminate and Licensor shall terminate all individual subscriber accounts.

2. This Addendum shall not modify any terms and conditions of the Agreement, which shall remain in force and effect for the term of the Agreement.

WINKLER COUNTY, TEXAS

Licensor

By: _____

Name: Ronnie Lock

Title: Winkler County Judge

Date: May 13, 2013

EMERGENCY COMMUNICATIONS NETWORK, LLC

Licensor

By: _____

Name: _____

Title: _____

Date: _____

Page 2 of 2

CODERED SERVICES AGREEMENT

This CodeRED® Services Agreement ("Agreement") is made and effective as of July 9, 2012 (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and Winkler County, a body politic and corporate of the State of Texas ("Licensee") located at 118 Poplar Street, Kennett, TX 79745.

Licensor is the owner of a service defined as "CodeRED® Emergency Notification System" (the "Service") which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensor's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any right's under this Agreement. To access the Service, Licensor will provide Licensees with up to five (5) unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disseminate, recompile or otherwise tamper with the Service or its underlying technology.

3. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited license provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.

4. **Functionality:** The Service provides Licensee the ability to access one defined geographically selected calling areas or listed databases via an Internet-based software application. The Service has the ability to select calling databases via a geographic mapping component. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by latitude coordinates) of the following Texas municipalities: Winkler County and Loving County (the "Calling Area"). The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. Licensee may only place calls via the system to telephone numbers assigned within the 46 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.

5. **Costs for the Service:** During the term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd, Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at the Licensor's discretion to honor such prices in the event the Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

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Licensor: _____

Licensee: _____

charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd, Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at the Licensor's discretion to honor such prices in the event the Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

5. **Free Testing and Training Minute Blocks:** Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:

a) Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;

b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;

c) Any unused minutes are not transferable, and shall only roll over by written agreement; and

d) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.

7. **Term of the Service Agreement:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.

8. **Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the term of this Agreement will extend for additional one-year periods (each a "Renewal Term"). This contract extension provision will continue to extend the Agreement by one additional year at the end of each Initial Term or Renewal Term. Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the then-current Initial Term or Renewal Term. In the event the Agreement is extended:

a) Licensee's System Minute bank will be replenished to the original 15,000 minute balance

b) Licensor will update its systems to extend the active software license and associated access codes for one additional year of use;

c) Licensor will invoice Licensee for one additional year of Service at the rate of five thousand five hundred thirteen dollars (\$5,013); and

d) Licensee agrees to pay the additional fee set forth in this paragraph for each Renewal Term upon receipt of invoice from the Licensor, subject to the terms set forth in paragraph 5.

9. **Minute Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes in Licensee's System Minute bank. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with a block of 1,000 System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee shall pay Licensor for all Additional System Minute blocks upon receipt of invoice from Licensor, subject to the same terms as set forth in paragraph 5. Licensee understands and

Page 2 of 6

of 6

Licensor: _____

Licensee: _____

agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this reaffirmation is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes

10. **Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensee shall not be responsible or liable for the content of the message(s) created by Licensee or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee, from the content, placement, or transmission of any messages or materials sent or shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to, the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws

11. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensee is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, without public utility event of any interruption of service or loss of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee

12. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service which substantially affects Licensee's use of the Service; (b) in the event that Licensee discovers a material error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's password(s); (c) Licensee is responsible for maintaining Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound

13. **Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall

Emergency Communications Network, LLC
CoderRED Services Agreement

Page 3 of 6

Initials
Licensor: _____
Licensee: _____

17. **Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid; or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: Emergency Communications Network, LLC, 9 Sunshine Blvd, Ormond Beach, FL 32174

As to Licensee: Winkler County, Attn: Charles Wolf/Emergency Management Coordinator, 119 Poplar Street, Kermitt, TX 79745

Either party may change the address provided herein by providing notice as set forth in this paragraph.

18. **General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal

19. **Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

20. **Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

21. **Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below

Licensor: Winkler County, Texas Licensor: Emergency Communications Network, LLC

By _____ By _____

Printed Name: Bonnie Leck Printed Name: _____

Title: Winkler County Judge Title: _____

Date: May 13, 2013 Date: _____

Emergency Communications Network, LLC
CoderRED Services Agreement

Page 5 of 6

Initials
Licensor: _____
Licensee: _____

Emergency Communications Network, LLC
CoderRED Services Agreement

Page 6 of 6

Initials
Licensor: _____
Licensee: _____

Exhibit A – Service Charges

Initial block purchase(s) of Prepaid System Minutes:	
One (1) year CoderRED Service Agreement	\$ Included
15,000 CoderRED System Minutes	\$ \$13.00
Additional System Minutes	\$ 0.40 per minute
500 minutes for testing and training	\$ No Charge (see paragraph 6)
Email and Text Messaging	\$ No Charge
Up to 5 CoderRED user pass codes	\$ Included
Initial Residential Database Upload	\$ Waived
One (1) CoderRED distance training session	\$ Included
System usage will be charged against Prepaid System Minutes at actual minutes of time connected while delivering pre-recorded System calls. All calls will be billed in 6 second increments. Only connected calls (fire connections, answering machine connections and fax tone connections) will result in connection charges being incurred	
Additional Pass codes may be purchased for an annual fee of \$150.00 per pass code.	
Database Accuracy Updates	
Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.	
One Annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.	
3¢ per record in final updated database population	
Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor	
\$100 per hour for database maintenance	
Annual System Maintenance, including all Software Upgrades	
\$ No Charge	

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve payment in the amount of \$50.00 to State Farm Fire and Casualty Company for surety bond for Dorothy Holguin, Professional Prosecutor, for period of June 13, 2013 to June 13, 2014 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to table approving IGT for uncompensated care in the amount of \$552,569.00 from budgeted hospital support (\$417,536.90), tobacco settlement funds (\$53,857.26) and committed medical and emergency response funds (\$81,174.84); which motion became an order of the Court upon the following vote:

49

05-13-2013

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

At this time the Court discussed 2013 paving project. No action was taken.

There were no hospital software project claims for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens 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 Stevens, Wolf, Neal and Thompson
Noes: None

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

Ayes: Commissioners Stevens, 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
MAY 13, 2013

MAINTENANCE ENGINEER			
10-234-090	MAINTENANCE	\$ 1,529.00	
10-230-083	CONTINGENCY		\$ 1,529.00
AMD-CONTINGENCY TO MAINTENANCE			
AIRPORT			
10-231-090	MAINTENANCE	\$ 4,030.00	
10-230-083	CONTINGENCY		\$ 4,030.00
AMD-CONTINGENCY TO MAINTENANCE			

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

Ayes: Commissioners Stevens, 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 AMENDMENTS
MAY 13, 2013

SHERIFF			
10-230-080	CAPITAL EXPENDITURES	\$ 81,810.00	
10-104-226	TRANSFERS FROM RESERVES	\$ 81,810.00	
TO RECORD REVENUE & EXPENSE FOR PURCHASE OF COPSYN			

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

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

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

MONTHLY REPORTS		
For the Month of	<u>April 2013</u>	
	Date Received	Amount
Steve Taliaferro, Co Attorney Fee	<u>Hot Check</u> 5-8-13	\$45.00
Bonnie Leck, County Judge		
Patti Franks, Tax Assessor		
Shethelia Reed, County Clerk	★★★★★ 5-1-13	\$14,731.00
Glenda Mixon, JP Precinct #2	4-30-13	\$900.00
Sherry Terry, District Clerk	5-2-13	\$2105.02
DeLynn Trammell, JP Precinct #1	5-1-13	\$12,674.90
George Keely, Sheriff	5-1-13	\$5371.90
Eric DeAnda, Probation		
Billy Stevens, Commissioner Precinct #1		
Robbie Wolf, Commissioner Precinct #2		
Randy Neal, Commissioner Precinct #3		
Billy Ray Thompson, Commissioner Precinct #4		
Jeanna Willhelm, Auditor Investment		
Eulonda Everest, Treasurer		
Lee Wilson, Constable Pct #2		
Richard Crow, Constable Pct #1	for March 2013 4-9-13 for April 2013 5-8-13	ⓧ ⓧ

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

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

A motion was made by Commissioner Stevens 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 Stevens, Wolf, Neal and Thompson
 Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Neal 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 Stevens, 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 Stevens, Wolf, Neal and Thompson

Noes: None

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK