

THE STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 10th day of March, 2014, 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 |
| Shethelia Reed | County Clerk and Ex-Officio Clerk of Commissioners' Court |

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

At 9:00 o'clock A.M. Judge Leck called the meeting to order and asked for matters of business from the audience.

Following recommendations from Winkler County Fire Marshal, Kermit Volunteer Fire Department and Wink Volunteer Fire Department, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve extension of burn ban in unincorporated areas of Winkler County for ninety (90) days or less if drought conditions change; which motion became an order of the Court upon the following vote:

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

STATE OF TEXAS §
 §
COUNTY OF WINKLER §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Commissioners Court finds that circumstances present in all of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Winkler County that all outdoor burning is prohibited in the unincorporated area of the county for ninety (90) days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners' Court based on a determination that the circumstances that required the Order no longer exist.


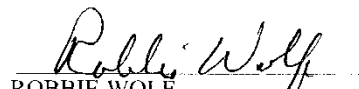
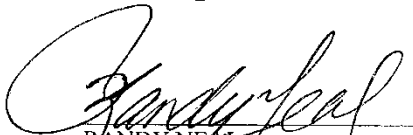
This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; or (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this 10th day of March, 2014 by a vote of 4 ayes and 0 nays.



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

At this time, Connie Carpenter, Winkler County Chief Appraiser, introduced representatives of Thomas Y. Pickett & Company, Inc. to the Court.

The Court then heard presentation of Doug Osterloh, President and Stephen Campbell, Vice President of Thomas Y. Pickett & Company, Inc regarding mineral property valuations.

2014 WINKLER COUNTY MINERAL VALUE UPDATE

T. Y. Pickett & Co.

Value Drivers

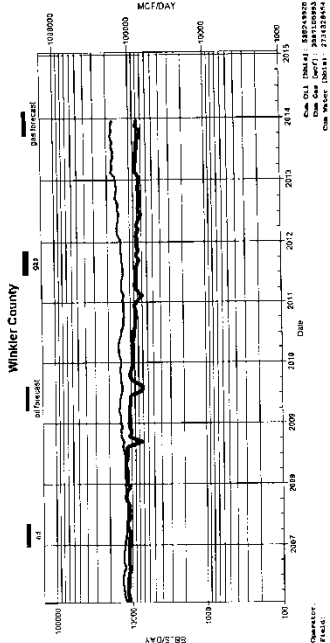
- *Production*
- *Price*
- *Operating Expenses*

Estimate Recap

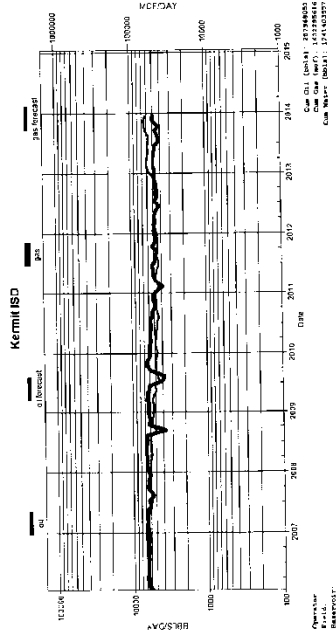
| | 2013 Certified Mineral Values | 2014 Estimate |
|-----------------|-------------------------------|---------------|
| Kermit ISD | \$443 mm | + 10% |
| Wink-Loving ISD | \$447 mm | + 5% |
| County | \$920 mm | + 5 - 10% |

*Kermit ISD value includes 100% FMV of No-Trees Wind Farm

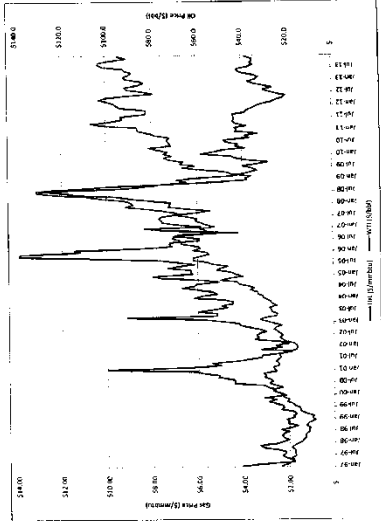
County Production



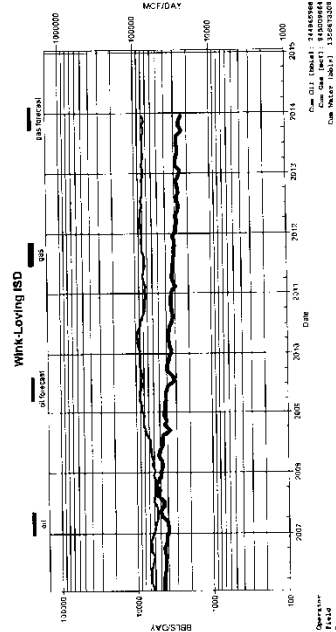
Kermit ISD Production



Historical Oil and Gas Prices



Wink-Loving ISD Production



Price Forecasts

| | Oil Price Forecast | | Gas Price Forecast | |
|----------------------|--------------------|---------------|--------------------|--------------|
| | 1/1/2013 | 1/1/2014 | 1/1/2013 | 1/1/2014 |
| Prior Yr Avg | \$90.67 / bbl | \$94.49 / bbl | \$2.79 / mcf | \$3.66 / mcf |
| Price Adj Factor | x 0.965 | x 0.976 | x 1.263 | x 1.056 |
| Yr 1 Appraisal Price | \$87.50 / bbl | \$92.22 / bbl | \$3.52 / mcf | \$3.87 / mcf |

Long-Term Oil Forecasts

| 2014 | 96.21 | 96.21 | 97.21 | 96.14 | |
|------|--------|--------|--------|-------|--|
| 2015 | 97.89 | 93.87 | 94.70 | 88.75 | |
| 2016 | 99.61 | 93.53 | 94.89 | 83.83 | |
| 2017 | 101.35 | 96.05 | 97.32 | 80.81 | |
| 2018 | 103.12 | 98.80 | 100.28 | 78.96 | |
| 2019 | 104.93 | 102.87 | 102.81 | 77.96 | |

\$/bbl WTI

Lease Operating Expenses

- 2012 Operating Costs ~ \$20 / boe
- 2013 Operating Costs ~ \$22 / boe
- 2014 Operating Costs ~ \$24 / boe

Long-Term Gas Forecasts

| 2014 | 3.86 | 3.86 | 3.72 | 4.19 | |
|------|------|------|------|------|--|
| 2015 | 3.91 | 3.93 | 4.35 | 4.14 | |
| 2016 | 3.97 | 4.41 | 4.17 | 4.13 | |
| 2017 | 4.02 | 4.76 | 4.49 | 4.15 | |
| 2018 | 4.08 | 5.27 | 4.21 | 4.21 | |
| 2019 | 4.13 | 5.19 | 3.85 | 4.31 | |

\$/mmBTU at Henry Hub

PTAD State Property Value

TYP Mineral Value

÷

PTAD Appraised Value

=

State Ratio

State Ratio between 0.95 & 1.05 is a **VALID** finding according to the PTAD.

2013 PVS Preliminary Results

| | # App'ls | TYP Total Value (\$mm) | PTAD Total Value (\$mm) | Ratio |
|----------|----------|------------------------|-------------------------|-------|
| Pecos | 56 | \$2,273 | \$2,228 | 1.02 |
| Harrison | 165 | \$952 | \$889 | 1.07 |
| Yoakum | 33 | \$3,510 | \$3,441 | 1.02 |

Example

| Property ID (BIC) | Local (TYP) Value | PTAD Value | State Ratio |
|-------------------|-------------------|--------------|-------------|
| 245700 | \$8,445,330 | \$9,093,810 | 0.9287 |
| 004409 | \$9,933,460 | \$9,576,282 | 1.0373 |
| 040575 | \$10,682,540 | \$10,174,487 | 1.0499 |
| 41270 | \$7,879,880 | \$7,070,474 | 1.1145 |
| Totals | \$36,9411,210 | \$35,915,053 | 1.0286 |

Producing Lease Counts

| | 2011 | 2012 | Increase (Decrease) |
|---------|-------|-------|---------------------|
| Loving | 587 | 699 | 19% |
| Ward | 1,132 | 1,245 | 10% |
| Ector | 1,448 | 1,533 | 6% |
| Andrews | 2,014 | 2,133 | 6% |
| Winkler | 1,006 | 998 | (1%) |

Prior Year PVS Results

| | 2008 | 2010 | 2012 |
|-------------------|-------|-------|-------|
| Kermit ISD | 1,011 | 1,038 | 1,002 |
| Wink Loving ISD | 0,978 | 1,010 | 1,015 |
| Winkler CAD Total | 1,000 | 1,040 | 1,010 |

| | 2008 | 2010 | 2012 |
|-------------|-------|-------|-------|
| Winkler CAD | 1,000 | 1,040 | 1,010 |
| Ward CAD | 1,000 | 1,020 | 1,020 |
| Loving CAD | 1,000 | 1,010 | 1,010 |

At 10:00 o'clock A.M. bidding for Phase V of construction improvements to County Park in Kermit consisting of: electrical, demolition, dirt work, ball field lighting, irrigation and sod was declared closed. Only one (1) bid was received and after reviewing same, a motion was made by Commissioner Neal and seconded by Commissioner Thompson that the bid of Aquatic Recreational Specialties, Inc. in the amount of \$625,000.00 be accepted; which motion became an order of the Court upon the following vote:

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



**PROPOSAL
KERMIT PARK PH V
BALL FIELD DEMO & DIRT WORK**

March 5, 2014

SUBMITTED TO:

WINKLER COUNTY COMMISSIONERS' COURT

1ST FLOOR COURTHOUSE

KERMIT TX 79745

SUBMITTED BY:

AQUATIC RECREATIONAL INC

STEVE SPARKS

PO BOX 1154

KERMIT, TX 79745

(432) 488-8743

STEVE@ARSPOLS.COM

WEST TEXAS
 1047 S. POPLAR ST.
 P.O. BOX 1154
 KERMIT, TX 79745
 (432) 488-8743



DFW AREA
 4684 ADRIAL WAY
 PLANO, TX 75026
 (214) 909-8561
 (972) 767-8054 FAX

**COMMERCIAL PROPOSAL
 for COUNTY OF WINKLER
 KERMIT PARK PHASE V DEMO & DIRT WORK**

KERMIT, TEXAS

Proposal issued: March 4, 2014

This proposal issued on this 4th day of March, 2014 for the price estimation of demolition and dirt work at the existing ballfields at Winkler County Park in Kermit.

This proposal includes commercial liability, auto and worker's compensation insurance and all applicable state and local taxes.

The work performed shall have a one year (1) warranty for both labor and materials used. materials and applicable manufacturer's warranty as issued.

All pricing shall be turnkey and include materials, delivery, fuel surcharges, and installation.

Price includes bid bond, performance and payment bond. Proposal valid for 60 days.

Construction to be performed in accordance with:

International Building Code

American National Standards Institute (ANSI): Safety Requirements for Demolition Operations

National Electrical Code

Contractor Health and Safety Plan

Scope of Work to Include:

Survey Work:

Site survey and stakeout will be performed by professional surveyor.
 Engineering survey as needed.

Plans & Permits:

Contractor shall provide working plans as required for pre and post demolition site as well as any shop drawings that are needed. Updated Storm Water plans and site signage will be provided as needed.

Preconstruction & Layout:

Contractor shall perform site layout and pre-construction inspection prior to demolition.

Contractor shall provide construction fencing and posts to secure demolition site as required.

Utility Location:

All electric, gas, water, sewer, and other services lines should be shut off, capped, or otherwise controlled, at or outside the building before demolition work is started. In each case, any utility company which is involved should be notified in advance, and its approval or services, if necessary, to maintain any power, water, or other utilities during demolition, such lines shall be temporarily relocated as necessary and/or protected. The location of all overhead power sources should also be determined, as they can prove especially hazardous during any machine demolition. All workers should be informed of the location of any existing or relocated utility service.

Demolition of Existing Structures:

Per site plan, demolish two existing ball fields including tear down and removal of fencing, bleachers, shade coverings, dugouts, and BBQ barn with picnic tables. Complete removal and haul off of existing ball field lighting which consists of (7) oil derrick lighting structures. Full demolition and removal of green block restroom building. Contractor shall include the removal of all trees east of the center maintenance road.

Electrical:

Contractor shall contact TNMP for coordination of electrical demolition and removal of TNMP power lines as needed and for coordination of new electrical service for ball parks. Complete removal and haul off of existing ball field lighting which consists of (7) oil derrick lighting structures. Remove four 40' electrical posts from center of park and relocate as needed for 3 phase power to existing park. County well must maintain power at all times.

Deliver Fill Dirt and Dirt Work:

Perform preliminary grade, clean up and dirt work. Includes delivery of fill dirt, installation, compaction, watering and rolling as needed to meet compaction percentage of approximately 95%. Grade plan as needed to maintain 1/8" fall from Concession Stand to top of curb at all 3 surrounding streets (Cecil Ave, School St, Lane of Roses); the fourth side grade shall blend to existing grade. The approximate amount of soil needed for fill will be 20,000 – 25,000 cubic yards. This amount is equal to about 1,000 trucks, plus or minus, carrying 20 cy loads. Amount of soil needed will be dependent upon compaction rate and quality of the fill. All fill dirt used must be compactable to meet or exceed 95% compaction requirement.

TOTAL PROPOSAL:..... S 625,000

Not Included in this proposal:

- * Relocation of existing electrical poles on east side of maintenance road as needed by others.
- * Relocation of existing electric feeder lines to park as needed by others.
- * Grass and irrigation costs for area east of maintenance road will be bid separately.

Included in Proposal:

Bid Bond: The amount of the bond shall be five percent (5%) of the total amount of the bid

Payment & Performance Bond:

The amount of the bond shall be for the full amount (100%) of the bid.

Commercial Insurance as follows:

Limits of General Liability:
\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$2,000,000 – Products / Completed Operations
\$1,000,000 – Advertising / Personal Injury
\$ 5,000 – Premises Medical Payments

Automobile Liability

Business Auto Liability with limits of \$1,000,000 Combined Single Limit.

Workers Compensation and Employers Liability

Employers Liability Insurance limits of
\$1,000,000 Each Accident for bodily injury by accident and
\$1,000,000 Each Employee for injury by disease.

Kermit Dirt Work

2

3/5/2014

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to table receiving Hospital Board of Control report from John Clark, Winkler County Memorial Hospital Administrator, and reviewing Financial Information and Monthly Reports from Winkler County Memorial Hospital; 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 table approving line item transfer(s), budget amendment(s) and salary schedule change(s) for Winkler County Memorial Hospital; 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 Winkler County Memorial Hospital's request to file grant application for capital improvement grant from Texas Department of Agriculture, with \$75,000.00 coming from grant funds, \$18,750.00 grant match from committed Rural Health Clinic Expansion Funds for a total of \$93,750.00; which motion became an order of the Court upon the following vote:

Ayes: Judge Leck, Commissioners Neal and Thompson
Noes: Commissioners Stevens and Wolf



TEXAS DEPARTMENT OF AGRICULTURE • COMMISSIONER TODD STAPLES

RURAL HEALTH FACILITY CAPITAL IMPROVEMENT PROGRAM

(FOR TDA USE ONLY)

FILE NO. _____

DATE REC. _____

DEADLINE: Thursday, February 20, 2014

LATE OR INCOMPLETE APPLICATIONS WILL BE DENIED

Section A. Applicant Contact Information

Legal Business Name: Winkler County Memorial Hospital

Mailing Address: PO Drawer 41
Kerritt Tx 79745 Winkler
00 00000 00000

Physical Address: 621 Jeffere Street
Kerritt Tx 79745 Winkler
00 00000 00000

Email Address: clark@wcmh.net

Phone #: (432) 586-8299 Ext. 257 Alt. Phone #: _____

Federal Tax ID Number: 75-6861202 Is Applicant Delinquent on Any Federal Debt? ☐ Yes ☒ No

Type of Business: ☒ Governmental Entity ☐ For-profit Organization ☐ Non-profit Organization (CHECK ONE) ☐ Other: Political Subdivision

Credentials Served by Applicant: (Please list)
Winkler Loving Ward Andrews
Lea (NM) Eddy (NM)

Section B. Contact Personnel

(1) Primary Program Contact (This person can answer day-to-day questions about the organization.)

Full Name: John Clark ☒ Mr. ☐ Dr.
Mr. ☐ Ms. ☐ Other

Position Title: Administrator

Email Address: jclark@wcmh.net

Phone: (432) 586-8299 Ext. 257 Alt. #: _____

2014 Rural Health Facility Capital Improvement Program

(2) Authorized Official (This person is authorized to enter into legal agreements on behalf of the organization. The person's name will appear on the grant agreement for signature.)

Full Name: Suzanne Smith ☐ Mr. ☒ Dr.
Ms. ☐ Ms. ☐ Other

Position Title: President of the Board of Managers

Email Address: suzanneandolan@suddenlink.com

Phone: 432-586-3656 Ext. _____ Alt. #: _____

Section C. Budget Summary

A complete financial statement signed by an auditor or accounting entity must be attached.

| EXPENSE CATEGORIES | GRANT FUNDS REQUESTED | MATCHING FUNDS* | TOTAL |
|--------------------------------------|-----------------------|-----------------|---------|
| A. Equipment | \$ | \$ | \$ |
| B. Contract for non-medical services | \$ | \$ | \$ |
| C. Patient transportation | \$ | \$ | \$ |
| D. Construction | \$75000 | \$18750 | \$93750 |
| Total Direct Costs | \$75000 | \$18750 | \$93750 |

* Minimum amount of 25% match is required. If you are requesting \$75,000 you must contribute at least \$18,750, showing a total of \$93,750. Matching funds must be documented on the budget submission form and reported on a quarterly basis. A grantee selected for an award will be held accountable for meeting the level of match provided in its approved application. Any reduction to that amount will cause a proportionate reduction in the grant award and must be approved in writing by TDA.

Has or will this proposal be submitted for consideration for funding by any other state or federal agency? ☒ YES ☐ NO

If yes, please specify agency and grant applied for and date application was submitted.

| Agency | Grant Name | Date |
|------------------|-----------------------------------|-----------------|
| 1. <u>TX-NSC</u> | <u>1115 Transformation Waiver</u> | <u>OCT 2012</u> |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |

Definition of Cost Categories

- **Equipment** is defined by TDA as non-expendable personal property with a unit cost of more than \$5,000 and a useful life of more than one year.
- **Contracts for non-medical services** includes, but is not limited to, contracts for designing, engineering, supervising, architecting, and other expenses incidental to the acquisition, construction or improvements of new hospitals.
- **Patient transportation** includes, but is not limited to, contracts for patient transportation projects such as the purchase of ambulances.
- **Construction** includes, but is not limited to, contracts for any construction of building on the hospital or rebuilding, remodeling, additions, etc.

* General description of the equipment, service and other costs should be included in the Project Description Narrative portion of this application along with a justification for each request.

2014 Rural Health Facility Capital Improvement Program

Section D. Certifications

By signing below, Applicant:

(1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge.

(2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application.

(3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with these funds, and Applicant further agrees to cooperate fully with TDA and/or SAO or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAO to inspect Applicant's premises and providing all records requested.

(4) Acknowledges this application and any payments owed to Applicant in connection with this application may be released or denied because of Applicant's filing any debt to the State of Texas, and if Applicant is an individual, that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support, and

(5) By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under the program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture, and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded, and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules.

Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Signature of Authorized Official:

Suzanne M. Smith Suzanne M. Smith 2/10/14
President Signature Date

This application becomes public record and is subject to disclosure. With the exceptions you have the right to request and be informed about the information that the State of Texas collects about you. You are asked to review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. (Reference: Texas Government Code Sections 552.021, 552.022, and 552.054)

TEXAS DEPARTMENT OF AGRICULTURE • COMMISSIONER TODD STAPLES

RURAL HEALTH FACILITY CAPITAL IMPROVEMENT PROGRAM

PROJECT NARRATIVE (Minimum 500 words)

Project Summary

One summary of the proposed activity and how funds will be used. (Limit 250 words)

- Winkler County Memorial Hospital is a 14-bed hospital in Kerritt, Texas serving a population of approximately 7,000. City of Winkler with a population of 1,200. Loving County with a population of 200, as well as all population of 2,000 and future population of 7,000 located in Northwestern New Mexico. Currently, we have one physician and two mid-levels and recruitment for additional practitioners is hampered due to limitation of space for patient care as well as we are seeing approximately 30% of ER visits for non-emergent needs. In order to meet the needs of our community additional providers are needed, but our existing clinic is too small to accommodate the additional. A new clinic is essential to meeting these needs.
- The funds from this grant will go towards the building of a new clinic.

Project Description

Detailed description of the proposed activity including timeline for key events, objectives, contractor selection, purchases, etc. What is the benefit of completing the project?

• ☒ Yes ☐ No

- Increase outpatient volume by enabling convenience to be seen locally for outpatient services, traveling up to 35-40 mile one way to neighboring cities.
- Provide primary care for surrounding patients who have no other health care options in their local area.
- Decrease risk of bankruptcy. Bigger at WCMH for more emergent, urgent needs.
- Increase clinical outpatient space for practitioners to share patients; current space allows for 1-3 rooms per provider.
- With increased space, recruitment of qualified providers to enhance our practitioner availability for outpatient care will increase.

The projected start date for a new clinic is:

January 2014 - Select a Design/Build Group
Spring 2014 - Approve Architectural plans
Summer 2014 - Commence Building
Fall 2015 - Completed building

Winkler County will use one company to both design and build the new clinic. The Medical Board of Managers has selected Level 3 Design to do the work.

The Clinic will be able to accommodate 4 providers with 12 exam rooms and occupy approximately 4,000 square feet of space. It will be able to more than double our present clinic capacity.

The estimated cost for the Clinic is \$125 per square foot for the building itself, not including furnishings and equipment. At \$125/sq. ft. the total cost for the building will be approximately \$750,000 and the furnishings and equipment will be approximately \$250,000 for a total cost of \$1,000,000.

Project Commitment

Description of community, medical board and/or medical involvement. If desired, include extent of support or endorsement.

In 2008, Winkler County was a new hospital to serve the needs of the community. The project was overwhelmingly supported by the community. However, due to lack of funds, the clinic could not be built. Consideration is made in our building, designed to

10

03-10-2014

2014 Rural Health Facility Capacity Improvement Program.

Additional information. Provide any additional information to justify the community's need for these funds.

BUDGET NARRATIVE AND JUSTIFICATION

Please provide detail about the budget categories listed in Section C of Form G182-104. This section should reflect the total budget. Provide a general description of the equipment, service and other costs along with a justification for each item. Delinquent may also be found in Section C.

Equipment 15

Contractual (non-medical services) (S 3)

Patient transportation (\$

Construction (\$93750)

Winkler County Hospital is trying to build a new, larger Clinic to service our residents. The cost of the clinic will be approximately \$1,000,000 to build. This grant will be used to help with the building of the clinic. The estimated budget for the clinic is attached.

Unit 3: Language Development - 50/50/50/50

Positive Age 5

| Code | Other Equipment | % of Total | Cost Per SF | Cost |
|--------------------------------|-----------------|------------|-------------|----------------|
| F Special Contractor | | 3.6% | \$2.39 | \$8 |
| G Building Materials | | 3.6% | \$7.80 | \$8 |
| Sub Total | | 100% | \$415.36 | \$814,500.00 |
| Contractor's Overhead & Profit | | 25.5% | \$25.07 | \$133,500.00 |
| Architectural Fees | | 8.0% | \$43.57 | \$91,000.00 |
| Other Fees | | 0.0% | \$8.00 | \$0.00 |
| Total Building Cost | | | \$189.50 | \$1,105,000.00 |

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

RESOLUTION

National County Government Month - April 2014

“Ready and Resilient Counties: Prepare. Respond. Thrive.”

WHEREAS, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

WHEREAS, county government in Texas has been a major partner in providing services to citizens since the early Republic days;

WHEREAS, there are 254 counties in Texas providing services to their citizens in cost-effective ways;

WHEREAS, counties build infrastructure, maintain roads and bridges, provide health care, administer justice, keep communities safe, run elections, keep records and much more; and

WHEREAS, counties in Texas provide these and other essential services through the local control of their voters and most often without financial assistance from the state;

WHEREAS, the mission of Texas county government is to continue to meet the needs of citizens without placing undue burden on local taxpayers;

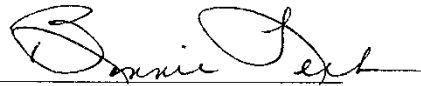
WHEREAS, it is essential that counties are regarded by the state as partners to fulfill the above mentioned endeavors;

WHEREAS, counties across Texas seek to improve the partnership through open and honest dialogue with state officials;

WHEREAS, a timely reminder of the importance and relevance of county government as a cog and partner within the local, state and federal government framework is the annual celebration of *County Government Month*;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Winkler County, Texas does hereby officially declare the month of April, 2014, as *County Government Month*.

Adopted this the 10th day of March, 2014.



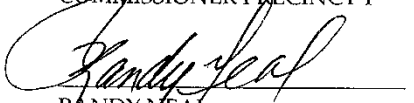
BONNIE LECK
WINKLER COUNTY JUDGE



BILLY STEVENS
COMMISSIONER PRECINCT 1



ROBBIE WOLF
COMMISSIONER PRECINCT 2

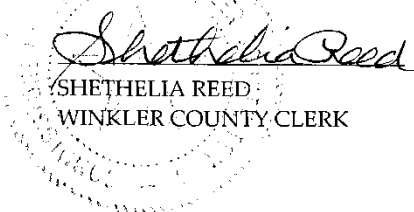


RANDY NEAL
COMMISSIONER PRECINCT 3



BILLY RAY THOMPSON
COMMISSIONER PRECINCT 4

ATTEST:



SHETHELIA REED
WINKLER COUNTY CLERK

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Resolution declaring April, 2014 as Winkler County Safe Digging Month; which motion became an order of the Court upon the following vote:

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

PROCLAMATION

WINKLER COUNTY SAFE DIGGING MONTH APRIL, 2014

WHEREAS, thousands of times each year, the underground infrastructure in Texas is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage, and threat to public safety; and


WHEREAS, in 2005, the Federal Communications Commission designated 811 to provide excavators and homeowners a simple number to contact utility operators to request the location of underground lines at the intended dig site; and

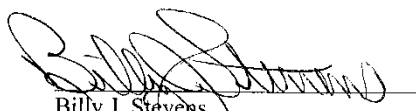
WHEREAS, the Permian Basin Damage Prevention Council, a stakeholder-driven organization dedicated to the prevention of damage to underground utilities in eleven West Texas counties, promotes the national 811 notification system in an effort to reduce these damages; and

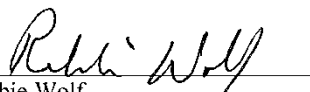
WHEREAS, damage prevention is a shared responsibility; by using safe digging practices, the excavators and homeowners of Winkler County can save time and money and help keep our infrastructure safe and connected.

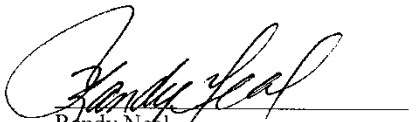
NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Winkler County does hereby proclaim April, 2014, as **WINKLER COUNTY SAFE DIGGING MONTH** and encourage excavators throughout Winkler County to always call 811 before digging. Safe digging is no accident!

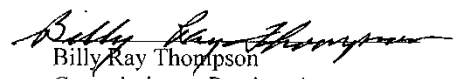
THEREFORE, IN OFFICIAL RECOGNITION WHEREOF, we, the undersigned do hereby affix our signatures this 10th day of March, 2014.


Bonnie Leck
Winkler County Judge

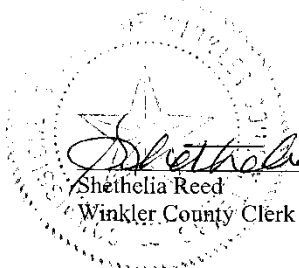
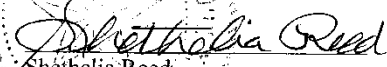

Billy J. Stevens
Commissioner, Precinct 1


Robbie Wolf
Commissioner, Precinct 2


Randy Neal
Commissioner, Precinct 3


Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:



Shethelia Reed
Winkler County Clerk

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve request of City of Kermit to use Courthouse grounds for Kermit Celebration Days on Friday, Saturday and Sunday, September 26-28, 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 Neal and seconded by Commissioner Thompson to approve request of Corina Chavez to use

Recreation Center at County Park in Kermit for baby shower on Saturday, March 15, 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 Neal and seconded by Commissioner Stevens to approve request of Robert Dailey, representing First Baptist Church of Kermit, to use Recreation Center for Youth Rally on Wednesday, March 26, 2014 from 6:00 to 9:00 P.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 Thompson and seconded by Commissioner Neal to approve request of West Texas Centers to use small room at Community Center in Kermit for mental health support group meetings weekly on Mondays from 1:30 to 3:30 P.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 Wolf and seconded by Commissioner Stevens to approve request of Wink Volunteer Fire Department to use softball field at County Park in Wink for tournament for Justin Swanson on Saturday, March 29, 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 Wolf and seconded by Commissioner Stevens to approve request of Roy Orbison Festival Committee to use softball field at County Park in Wink for tournament on Friday and Saturday, June 13-14, 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 request of Richard Jackson, representing the Kermit Kruizers Car Club to use Courthouse lawn for car show on Saturday, August 23, 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 Stevens and seconded by Commissioner Wolf to set second meeting for Commissioner's Court in May as Wednesday, May 28, 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 Neal to accept premium refund in the amount of \$14,587.00 from Texas Association of Counties for return of contribution for public officials' liability coverage; 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 accept funds in the amount of \$4,500.00 from Loving County for Winkler County Emergency Medical Service, with said funds to be added to EMS salary line item; 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 Neal to place District Judge's Order appointing Rhonda ReJean Willhelm as County Auditor of Winkler County, Texas for period beginning March 01, 2014 to February 28, 2016 in Minutes of Commissioners' Court; which motion became an order of the Court upon the following vote:

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

IN THE MATTER OF THE APPOINTMENT
OF A COUNTY AUDITOR FOR
WINKLER COUNTY, TEXAS

IN THE DISTRICT COURT OF
WINKLER COUNTY, TEXAS
109TH JUDICIAL DISTRICT
OF TEXAS

On this the 5th day of March, 2014, it appearing to the Judge of the District Court of Winkler County, Texas, that the financial circumstances of said Winkler County, Texas, warrants the appointment of an auditor of accounts and finances for said county, the title of said officer to be "COUNTY AUDITOR OF WINKLER COUNTY, TEXAS"; that Rhonda ReJean Willhelm, of Kermit in said Winkler County, Texas, is qualified, of unquestionable good moral character and intelligence, thoroughly competent in public business details, a competent accountant with at least two years experience in auditing and accounting; that her appointment would best serve the interest of said county.

THEREFORE, it is here and now ORDERED that the said Rhonda ReJean Willhelm, of Kermit, Winkler County, Texas, be and she here and now is appointed as County Auditor of Winkler County, Texas, in accordance with Chapter 84 of the Texas Local Government Code. This said appointment to be for the two (2) year period beginning March 1, 2014 and ending February 28, 2016, all in accordance with the provisions of the Texas Local Government Code. Said appointment to become effective upon the said Rhonda ReJean Willhelm executing bond and taking oath as such County Auditor as required by law.

The said Rhonda ReJean Willhelm shall receive from the County General Fund an annual salary as compensation for services, travel expenses and other allowances. The amount of the compensation and allowances may not exceed an amount equal to the compensation and allowances received from all sources by the highest paid elected county officer, other than a judge of a statutory county court, whose salary and allowances are set by the Commissioners Court. The annual salary shall be paid monthly or by any other distribution at the option of the county.

The said Rhonda ReJean Willhelm, within or before the effective date hereof, and before she enters upon the duties of her office hereunder, shall make a good and sufficient surety bond, as provided by law, in the minimum sum of \$5,000 payable to the District Judge of Winkler County, Texas, 109th Judicial District of Texas, conditioned for the faithful performance of her duties, such bond to be approved by the District Judge of Winkler County, Texas, 109th Judicial District of Texas. She shall also take the official oath and an additional one in writing stating that she is in every way qualified under the provisions and requirements of this title and giving fully the positions of private or public trust she has heretofore held and the length of service under each. She shall further include in her oath that she will not be personally interested in any contracts with the County of Winkler, Texas.

FILED

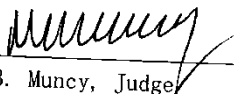
2014 MAR -5 AM 11:26
A. Terry
CHERRY TERRY, DISTRICT CLERK
WINKLER COUNTY, TEXAS

BY _____ DEPUTY

APPOINTMENT OF A COUNTY AUDITOR
FOR WINKLER COUNTY, TEXAS
Page 2

This order shall be recorded in the Minutes of the District Court of Winkler County, Texas, and the Clerk thereof shall certify the same for observance, to the Commissioners Court of Winkler County, Texas, which shall cause the same to be recorded in its Minutes. The Clerk shall likewise certify the same to the said Rhonda ReJean Willhelm, that she may know of her appointment under this order and of the things required of her to be done before entering upon the discharge of the duties incumbent upon her by virtue of this appointment.

DONE IN OPEN COURT at Kermit, Winkler County, Texas, this 5th day of March, 2014.


Martin B. Muncy, Judge
109th Judicial District of Texas

FILED
 THIS 5th DAY OF March 2014
 AT 11:26 O'CLOCK A.M.
 SHERRY TERRY, DISTRICT CLERK
 WINKLER COUNTY, TEXAS
 BY _____ DEPUTY

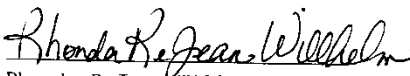
THE STATE OF TEXAS

COUNTY OF WINKLER

I, Rhonda ReJean Willhelm, do solemnly swear that I am in every way qualified to serve and act as County Auditor of Winkler County, Texas, under the laws of the State of Texas; that I have held the following positions of trust:

| | |
|---|---|
| March 2008-Present County Auditor | Winkler County Kermit, Texas |
| January 2007-February 2008 Hospital Controiler | Winkler County Kermit, Texas |
| August 2005-December 2006 Human Resources Director | Winkler County Kermit, Texas |
| October 2002-August 2005 Accounting Clerk | Graco Fishing & Rental Tools Kermit, Texas |
| January 2001-Sept 2002 Accounting Clerk | B & L Rental Tools & Service Inc. Kermit, Texas |
| August 1990-December 2000 Accountant Assistant | Robinson, Johnston, & Patton, CPA' s Kermit, Texas |
| January 1989-July 1990 Accountant Assistant | Phil Fay, CPA Kermit, Texas |

I will not be personally interested in any contracts with Winkler County, Texas.


 Rhonda ReJean Willhelm

THE STATE OF TEXAS

COUNTY OF WINKLER

BEFORE ME, the undersigned authority, on this day personally appeared Rhonda ReJean Willhelm, who being by me duly sworn, states on oath that she executed the foregoing instrument for the purpose of presenting her application for the use and information of the Honorable Martin B. Muncy; and that it is within the knowledge of the said Rhonda ReJean Willhelm, just, true and correct and that she executed it for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this 5th day of March, 2014.



Renee Treadwell
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF WINKLER

I, Sherry Terry, Clerk of the District Court, Winkler County, Texas, do hereby certify that the above and foregoing is a full, true and correct copy of IN THE MATTER OF THE APPOINTMENT OF A COUNTY AUDITOR FOR WINKLER COUNTY, TEXAS, as the same appears of record in Volume _____, Page _____ Civil Minutes, District Court, Winkler County, Texas.

Witness my hand and seal of office this the 5th day of March, 2014.

Sherry Terry, District Clerk
Winkler County, Texas

SEAL

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Resolution to participate in The Interlocal Purchasing System (TIPS); which motion became an order of the Court upon the following vote:

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

RESOLUTION

(Please check)

____ Governing Board
 X Commissioners' Court

STATE OF TEXAS §
 §
COUNTY OF WINKLER §

THE REGION VIII EDUCATION SERVICE CENTER for THE INTERLOCAL PURCHASING SYSTEM

And

WINKLER COUNTY

(Name of Entity applying for Membership in TIPS)

WHEREAS, the entity listed above, pursuant to the authority granted by the applicant's state purchasing Requirements, desires to participate in The Interlocal Purchasing System (TIPS). TIPS is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Camp County, Texas. Participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by such entity listed above.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners' Court of Winkler County, Kermit, Texas has identified a stated need for participation in The Interlocal Purchasing System (TIPS) whereby **Bonnie Leck, Winkler County Judge** is authorized and directed to sign and

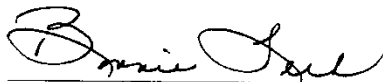
(Name of Authorized Person)

deliver any and all necessary documents herewith for and on behalf of above named entity requesting membership in TIPS. I certify that the foregoing is a true and correct original Resolution duly adopted by the **Winkler County Commissioners' Court** and is filed on record

(Name of Entity applying for Membership in TIPS)

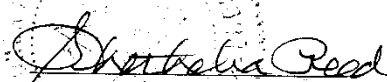
with TIPS.

In witness thereof, we have set our hands and signatures this 10TH DAY OF MARCH, 2014.

By: 
(Authorized Signature for Entity)

Bonnie Leck
(Printed Name)

bonnie.leck@co.winkler.tx.us
(email address)

Winkler County Judge
(Title or Position)
ATTEST:

SHETHELIA REED
WINKLER COUNTY CLERK

This legal document will remain current on file until either party severs the agreement.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Interlocal Agreement between Region VIII Education Service Center and Winkler County for the purpose of contracting with Parsons Commercial Roofing, Inc. effective March 10, 2014 and automatically renewed; which motion became an order of the Court upon the following vote:

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

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

WINKLER COUNTY, TEXAS
TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)
Schools enter County-District Number

Region VIII Education Service Center
Pittsburg, Texas

County – District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§791.001 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City, or County Government Agencies, or any other Local Government Entity as defined in the Texas Government Code §791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective March 10, 2014 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon sixty (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating school entities or public agencies through cooperative purchasing.

Role of the TIPS Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff necessary for efficient operation of the program.
3. Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
5. Provide members with procedures for ordering, delivery, and billing.
6. Maintain filing system for all bidding procedure requirements.

INTERLOCAL AGREEMENT, continued**Role of the Public Entity:**

1. Commitment to participate in the program by an authorized signature on membership forms.
2. Designation of Primary Contact and Technology Contact for entity.
3. Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.
4. Prepare purchase orders issued to TIPS Awarded Vendor and FAX to TIPS.
5. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
6. Pay Awarded Vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any terms(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.


Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

| | |
|--|--|
| Public Entity | Region VIII Education Service Center |
| By: <u></u> Authorized Signature | By: _____ Authorized Signature |
| Title: <u>Winkler County Judge</u> | Title: <u>Executive Director Region VIII ESC</u> |
| <u>March 10, 2014</u> Date | _____ Date |

Public Entity Contact Information

Jeanna Wilhelm
Primary Purchasing Person Name

100 East Winkler, P.O. Drawer O
Street/Mailing Address

Kermit, Texas 79745
City State, Zip

(432) 586-3161
Telephone Number

(432) 586-3223
Fax Number

jeanna.wilhelm@co.winkler.tx.us
Primary Person Email Address

Renee Treadwell
Secondary Person Name

renee.treadwell@co.winkler.tx.us
Secondary Person Email Address

Please send two signed original interlocal Agreements and one copy of Board Resolution (if required) to TIPS, Attn: Kim Thompson, C/O Region VIII Education Service Center, 4845 US Highway 271 North, Pittsburg, Texas 75686. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

Texas Authority

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended. Cooperative Purchasing Services are extended to all Texas State, City and County Government Agencies.

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve contracting with Parsons Commercial Roofing, Inc. to replace roof on County Library in Kermit through TIPS at a cost of \$76,518.00 from committed library roof funds in the amount of \$58,815.00, public officials' liability refund in the amount of \$14,587.00 and insurance buildings in the amount of \$3,116.00; which motion became an order of the Court upon the following vote:

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



Parsons Commercial Roofing, Inc

Serving the Building Industry Since 1948

Home Office: P.O. Box 21835 Waco, TX 76702-1835 • Fax (254) 881-1995 • www.parsonsroofing.com
 Waco (254) 881-1733 • Temple (254) 773-3777 • Killeen 254-554-5888 • Austin (512) 264-0606 • Dallas (214) 361-0174
 San Antonio (210) 340-1610 • Toll Free (877) 881-1733

Submitted To: Billy Ray Thompson, Commissioner Precinct 4 - Winkler County ("Purchaser") Date: January 24, 2014
 Street: 100 East Winkler, P.O. Drawer Y Job Name: Winkler County Library
 City, State, Zip: Kermit, TX 79745 Job Location: 307 South Poplar, Kermit
 Telephone: (432) 586-2233 Contractors Work To Begin: TBD
 E-Mail Address: vida.simpson@co.winkler.tx.us Salesman: Phil Gustafson - (512) 560-4679
 Fax: (432) 586-3223

Subject to a prompt acceptance within 60 days from above date, and further subject to all terms and conditions on the front and reverse side hereof.
 PARSONS COMMERCIAL ROOFING, INC. ("Contractor") Proposes to furnish materials and labor as hereafter specified for the "Work" described as follows:

| Scope Of Work: |
|---|
| 1. Remove all debris from roofing area, prep existing roof for recover. |
| 2. Mechanically fasten 1/8" per foot tapered polyisocyanurate insulation (ISO) over existing roofing system from front to back of building to create positive drainage in accordance with membrane manufacturer specifications. |
| 3. Contractor shall furnish and mechanically fasten a white 40 mil single-ply membrane roofing system that is fabricated of a weft inserted low-shrink, anti-wicking polyester fabric and has a thermoplastic coating material laminated to both sides as manufactured by Duro-Last Roofing, Inc. |
| 4. Install prefabricated flashings around all curbs, deck penetrations and drains, in accordance with membrane manufacturer specifications. |
| 5. Encapsulate all parapet walls and cover expansion joints with Duro-Last membrane. |
| 6. Install 4" fascia bar with Kynar-coated metal cover at roof perimeter. Cover color shall be chosen by building owner. |
| 7. Relocate two scuppers and add collector heads on the north and south wings where tapered insulation blocks the existing. |
| 8. Replace four scuppers, collector heads and downspouts with new units. |
| 9. Includes, as issued by manufacturer, a 15 year Labor and Material Warranty with liability of consequential damages. |
| 10. Includes all Workmen Compensation, General Liability Insurance and all applicable permits and fees. |
| 11. This proposal includes only the blue highlighted sections in the attached diagram for reroof with new insulation. |
| **** This proposal can be contracted through the TIPS purchasing coop if so desired -TIPS Contract # 3102109 **** |

The Contract sum due Contractor for the Work is: Seventy-Six Thousand, Five Hundred, Eighteen Dollars and 00/100's - (\$76,518.00)

Terms: 1/2 contract draw upon order of materials and balance upon completion. Sales Tax (n/a)

By: Bonnie Leck Parsons Commercial Roofing, Inc
 Title: Winkler County Judge By: Phil Gustafson
 Title: Region Sales Manager

ACCEPTANCE: The undersigned ("Purchaser") by execution hereof accepts this document and all of its terms and conditions contained herein and on the front and reverse hereof as a binding contract.

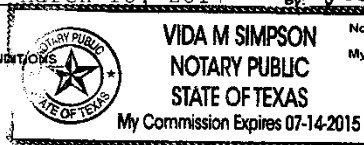
Date: March 10, 2014 Date: 3/22/14

THE STATE OF TEXAS

COUNTY OF Winkler

THIS INSTRUMENT was acknowledged before me on March 10, 2014 by Vida M Simpson

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS



Notary Public in and for The State of Texas
 My Commission Expires: 07-14-2015

TERMS AND CONDITIONS OF CONTRACT

1. Acceptance of this contract by Purchaser shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Contractor to commence the Work or preparation for the Work will constitute acceptance by Purchaser of this contract and all of its terms and conditions.
2. Unless otherwise provided herein, Contractor shall be paid monthly progress payments on or before the 10th day of each month for the value of the Work completed plus the amount of materials and equipment suitably stored thru the end of the prior month, applied to the contract sum less the aggregate of previous payments to Contractor. Final payments shall be due thirty (30) days after the Work described in this Contract at any time, provide proof satisfactory to Contractor of Purchaser's ability to pay Contractor all sums due or to become due hereunder. Failure to provide such satisfactory proof shall entitle Contractor to immediately stop work without prejudice to any other remedy Contractor may have.
3. To secure the prompt payment of this contract, a Builder's, Mechanic's, Materialman's and Laborer's Lien is hereby created and granted for the benefit of Contractor upon the hereinabove described real property, and all improvements, additions, fixtures and appurtenances now thereon and hereafter placed thereon. This contract is executed, acknowledged and delivered before any labor has been performed and before any material has been furnished for the construction of the improvement for which the liens hereby created are given. Unless this contract is executed by a husband and wife, Purchaser represents that the property upon which the Work is to be performed does not constitute any portion of any party's residential homestead. All sums not paid when due shall bear interest at the maximum contract rate provided by Article 1.04, Title 79, Revised Civil Statutes of Texas, as amended; and all costs of collection, including a reasonable attorney's fee shall be paid by Owner. If Purchaser fails to make payment to Contractor as herein provided, then contractor may stop work without prejudice to any other remedy it may have. All amounts due to Contractor pursuant to this contract shall be payable at and delivered to Contractor in Waco, McLennan County, Texas.
4. Purchaser is to prepare all work areas so as to be acceptable for Contractor's Work. Contractor will not be called upon to start the Work until sufficient areas are ready to insure continued work until job completion.
5. After acceptance of the contract, Contractor shall be given a reasonable time in which to make delivery of material and/or labor to commence and complete the performance of the Work. Contractor shall not be responsible for delays or default occasioned by any causes of any kind and extent beyond its control, including but not limited to delays caused by Purchaser, architect and/or engineers; acts of war, embargos; shortages of labor, equipment or materials; transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, flood, accidents and acts of God. Additional costs of any type incurred by Contractor by reason of any of the foreign or supplier-imposed increases or transportation increases and reasonable overhead and profit thereon shall be paid by Purchaser. If the job is not, for any reason, ready for Contractor to begin the Work by the date set out above, Contractor may void this contract and have no liability to Purchaser or Contractor may perform this contract when the job is ready for Contractor's Work and recoup from Purchaser all increased costs and reasonable overhead and profit on such increased costs.
6. Any changes, alterations, additions, or deletions in the Work shall be by written change order specifying such and the cost incurred or saved as a result thereof and the resulting increase or decrease in the contract sum. All such change orders shall not be effective unless and until agreed to and signed by Purchaser and Contractor.
7. Where Contractor bids from Purchaser's plans or specifications, Purchaser and Contractor acknowledge that Contractor has not prepared, approved or recommended the design, plans or specifications for any improvements, structure or project described in related to or affected by this contract. Both Purchaser and Contractor acknowledge that the only obligations of Contractor pursuant to this contract shall be to supply the type and quantity of material requested and specified in this contract, and to perform all labor requested and specified herein a good and workmanlike manner in accordance with accepted business standards. Contractor does not warrant adequacy or correctness of design.
8. Purchaser warrants and represents to Contractor (and Contractor is relying thereon) that there is no mold, other substance or condition (whether toxic or not) in or on the premises of the Job Location or any of the systems in or on those premises, and Purchaser agrees to keep the premises free of any mold, other substance or condition (whether toxic or not) that may, could, or does cause bodily injury or harm to any person during the progress of the Work or at any time thereafter. Purchaser agrees to indemnify, pay and hold Contractor harmless of and from any and all claims, liability, damages and causes of action together with all losses, costs and expenses (including but not limited to court costs, attorney fees, expert witness fees) threatened against, incurred or suffered by Contractor as a result of the existence, now or at any time in the future and from whatever source or cause, of mold, other substance or condition (whether toxic or not) in or on the premises.
9. This contract contains the entire agreement of the parties and states the entire obligation of Contractor with respect to the matters covered hereby. Each party to this contract acknowledges that no representations, inducements, promises or agreements, verbal or otherwise, have been made by any party, or anyone acting or purporting to act on behalf of any party, other than those expressly stated herein. All parties to this contract agree that Contractor shall not be bound by any verbal expression, representation, commitment, arrangement or warranty not specifically stated herein.
10. The work shall be performed in a good and workmanlike manner. Contractor warrants that it will make such repairs as are necessary to put the Work into a good and workmanlike condition with respect to any faults or defects reported to Contractor by Purchaser in writing within one year from the completion of the Work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR WILL NOT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Contractor shall not be responsible for damage to its Work by other parties and any repair work necessitated by such damage will be considered an order for extra work hereunder. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Addendum to Interlocal Ambulance Service Agreement between Winkler County and the City of Kermit dated October 01, 2013; which motion became an order of the Court upon the following vote:

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

**INTERLOCAL AMBULANCE SERVICE AGREEMENT
WINKLER COUNTY AND CITY OF KERMIT**

Under the authority of Chapter 791, Texas Government Code, this Interlocal Ambulance Service Agreement is between Winkler County, Texas (County) and City of Kermit, Texas (Kermit) effective the 1st day of October, 2013 and continuing for a term of one (1) year, and may be renewed for successive terms of one (1) year by agreement by both parties unless cancelled as hereinafter provided.

This contract is for the mutual benefit of the parties for emergency health and life care, and the parties agree to be responsible therefore under the terms and provisions hereof and provide in the respective budgets for such obligation.

1. County operates an ambulance service in Winkler County, which is the subject of this contract. County will be the policy making entity of the ambulance service and will determine the number of ambulances or emergency vehicles (ambulances) and the personnel to operate the ambulances. County will pay all cost to maintain, repair and operate all ambulances including personnel payroll, social security, insurance and other benefits of the personnel, a location for the ambulances to be stationed, accept calls for ambulance service through Emergency 911 Service located at the Kermit Police Department, dispatch the ambulances and have overall management of the ambulance service.
2. Ownership of all ambulances and life-care equipment will be in County.
3. Any capital expenditure over \$5,000.00 for the purchase of any ambulance, equipment or life-care equipment shall be presented for approval for payment

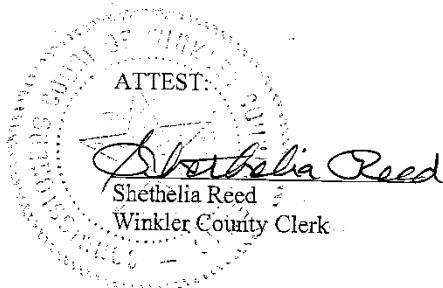
by both parties, with County contributing fifty percent (50%) and Kermit contributing forty-five (45.0%) of the capital expenditure agreed upon. The cities of Kermit and Wink's proportionate share will be recalculated annually and based upon ambulance runs for the preceding year.

4. It is agreed that Kermit shall subsidize the ambulance service by paying County \$1,000.00 per month, with the payments to be made on or before the last day of each month beginning October 1, 2013.
5. This contract may be cancelled by mutual agreement of the parties hereto.

Signed by authority of the governmental entities effective the 1st day of October, 2013.

WINKLER COUNTY, TEXAS

By: Bonnie Leck
Bonnie Leck
Winkler County Judge



CITY OF KERMIT, TEXAS

By: _____
Ken Mays
Mayor of the City of Kermit

ATTEST:

Gloria Saenz
Kermit City Secretary

**ADDENDUM TO INTERLOCAL AMBULANCE SERVICE AGREEMENT
WINKLER COUNTY AND CITY OF KERMIT**


The following terms and conditions are incorporated into the Interlocal Ambulance Service Agreement between Winkler County and the City of Kermit.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

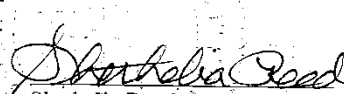
Item 6 shall be added after item 5 and shall read as follows:

The County shall timely notify Kermit's City Manager of any capital expenditure of over \$50,000.00 for the purchase of any ambulance, equipment or life-care equipment.

WINKLER COUNTY, TEXAS

By: 
Bonnie Leck
Winkler County Judge

ATTEST:


Shethelia Reed
Winkler County Clerk

CITY OF KERMIT, TEXAS

By: _____
Ken Mays
Mayor of the City of Kermit

ATTEST:

Diana Franco
Kermit City Secretary

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Amendment to the Commercial Electricity Agreement dated August 09, 2013, by and between Direct Energy Business, LLC and Winkler County; which motion became an order of the Court upon the following vote:

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

AMENDMENT TO THE COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Commercial Electricity Service Agreement, dated 03/27/12 ("Agreement"), by and between Direct Energy Business, LLC ("DE") and County of Winkler ("Customer"), is entered into by the Parties on February 20, 2014. Customer and DE are also referred to in this First Amendment individually as a "Party" and collectively as "Parties."

WHEREAS, Customer is a member of the TASB Energy Cooperative ("Cooperative");

WHEREAS, DE is the chosen retail electricity supplier of the Cooperative;

WHEREAS, Customer has executed the Agreement negotiated between TASB and DE for Cooperative members;

WHEREAS, Customer understands and acknowledges that the effectiveness of all changes described herein is dependent upon a certain Signature Threshold being met;

WHEREAS, TASB, the administrator of the Cooperative, and DE, the REP, have agreed to modify the Energy Price, Aggregator Fee and REP Services Fee included in the Agreement, and;

WHEREAS, the current total Energy Price and Aggregator Fee paid by Customer in the Agreement equals \$0.05461/kWh. If the condition precedent of this First Amendment is met and this Amendment becomes effective, Customer's modified total Energy Price, including the General Services Fee and Aggregator Fee, as stated below, will be \$0.05436/kWh beginning on the first full meter read occurring after July 31, 2014. Customer's modified Aggregator Fee will be as described in Section 3 below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the same meaning as that given to them in the Agreement.
2. **Condition Precedent and Disclaimer.** The Parties agree and understand that no part of this Amendment shall become effective or valid until and unless similar in content amendments are signed by the applicable Customer(s) and obtained by DE no later than March 31, 2014 from Cooperative members that represent at least 60% or more of the entire current Cooperative electricity load currently under contract with DE ("Signature Threshold"). As such, **DE makes no guarantee of the effectiveness of the changes herein, including but not limited to any changes to any prices, charges, or fees and shall not be responsible or liable for Customer's reliance on such.**
3. If the Signature Threshold is met, the Agreement shall be amended as follows, with such changes to be implemented for the full meter reads occurring after July 31, 2014.
 - a. Section 3.3 of the Agreement is deleted and replaced with the following: **"3.3 General Services Fee and Aggregator Fee.** For Customer billing cycles occurring after July 31, 2014, a General Services Fee will be included in the

Energy Price for certain billing and customer services provided by DE ("General Services Fee"). The General Services Fee includes the REP Services Fee. A separate Aggregator Fee will be calculated as described below. Customer authorizes DE to continue pass the Aggregator Fee through as a separate line item on Customer's invoice, which DE will collect and pass-through to TASB or its designee. DE will calculate the Aggregator Fee per MWh as follows:

- i. DE will use a Customer's historical annual usage plus any new information regarding Customer's expected load to arrive at Customer's projected annual electricity usage amount ("**Projected Annual Usage**"). Customer's Projected Annual Usage is 3,168 MWhs.
 - ii. Next, DE will add together the following: \$1.75/MWh for each MWh of Customer's Projected Annual Usage that is less than or equal to 6,700 MWh(s), plus, (if applicable) \$0.50/MWh for each MWh of Customer's Projected Annual Usage that is greater than 6,700 MWhs but less than or equal to 50,000 MWhs(s), plus, (if applicable) \$0.375/MWh for each MWh of Customer's Projected Annual Usage that is greater than 50,000 MWhs but less than 100,000 MWhs, plus, (if applicable) \$0.25/MWh for each MWh of Customer's Projected Annual Usage in excess of 100,000 MWhs.
 - iii. Last, the total summed dollar amount above is divided by the total Projected Annual Usage to derive the final Aggregator Fee.
 - iv. Customer's Aggregator Fee is \$0.00175/MWh.
- b. Section 3.4 of the Agreement is deleted and replaced with the following: "**3.4 REP Services Fee.** The General Services Fee includes a REP Services Fee for certain billing and customer services provided to Customer under this Agreement ("REP Services Fee"). For Customer full meter reads occurring after July 31, 2014, the REP Services Fee is equal to Customer's actual monthly usage in kilowatt-hours times \$0.00125/kWh or [kWh x \$0.00125]."
- c. The Energy Price set forth on Attachment B shall be changed to \$0.05261/kWh, with such change to go into effect starting with the first Customer billing cycle occurring after July 31, 2014 and continuing until this Agreement terminates or expires.

4. Section 2.1 is deleted and replaced with the following: "**Energy Price.** The Energy Price to be paid by Customer for Actual Usage shall be as specified on an Offer Sheet and includes (but is not limited to) the General Services Fee."

5. Section 7.1 is amended by adding the following definition: "**General Services Fee**" has meaning set forth in Section 3.3.

6. Unless expressly changed by this First Amendment, all other terms of the Agreement shall remain in full force and effect.

7. This First Amendment may be executed in multiple counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties acknowledge and agree to this First Amendment effective as of the entered into date above.

DIRECT ENERGY BUSINESS, LLC CUSTOMER

By: Bonnie Leck By: _____

Name: Bonnie Leck Name: _____

Title: Winkler County Judge Title: _____

Date: March 10, 2014 Date: _____

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve Pipeline Construction and Indemnity Contract between Plains Pipeline, L.P. for 10" steel crude oil pipeline road crossings at County Roads 202, 205 and 206; which motion became an order of the Court upon the following vote:

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

County Road Numbers 202, 205, 206

Precinct Number 2

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

**State of Texas
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Bonnie Leck**, County Judge, and **Plains Pipeline, L.P.**, Applicant, which makes this a contract governing the installation of a **steel crude oil pipeline**, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are **Winkler County, Texas** and **Plains Pipeline, L.P.**. Winkler County agrees to grant Plains Pipeline L.P. at their expense, the right to construct **road crossing for 10" pipeline at County Roads 202, 205, and 206 (2 bores)**.

| | |
|-------------------------|--------------------------|
| County Road 202: | Enter 31.78050670 |
| | -103.15118339 |
| | Exit 31.378061096 |
| | -103.15086083 |
| County Road 205: | 31.79086780 |
| | -103.13059041 |
| County Road 206: | 31.79818578 |
| | -103.12877648 |
| County Road 206: | 31.79215282 |
| | -103.12758526 |

2. CONDITIONS

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- c. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- d. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- e. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- f. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- g. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- h. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- i. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- j. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.

County Road Numbers 202, 205, 206Precinct Number 2

- k. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.
- l. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
- m. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- n. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- o. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- p. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- q. The costs associated with the location and identification of **Plains Pipeline L.P.'s** pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- r. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

3. REMEDY ON DEFAULT

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

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

4. FURTHER WORK

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

County Road Numbers 202, 205, 206Precinct Number 2

party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

5. LIABILITY AND INDEMNITY

Applicant shall

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

6. ASSIGNMENT

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

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

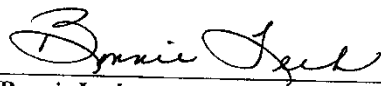
County Road Numbers 202, 205, 206

Precinct Number 2

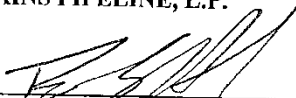
Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the 10th day of March, 20 14, the minutes of which duly reflect the same.

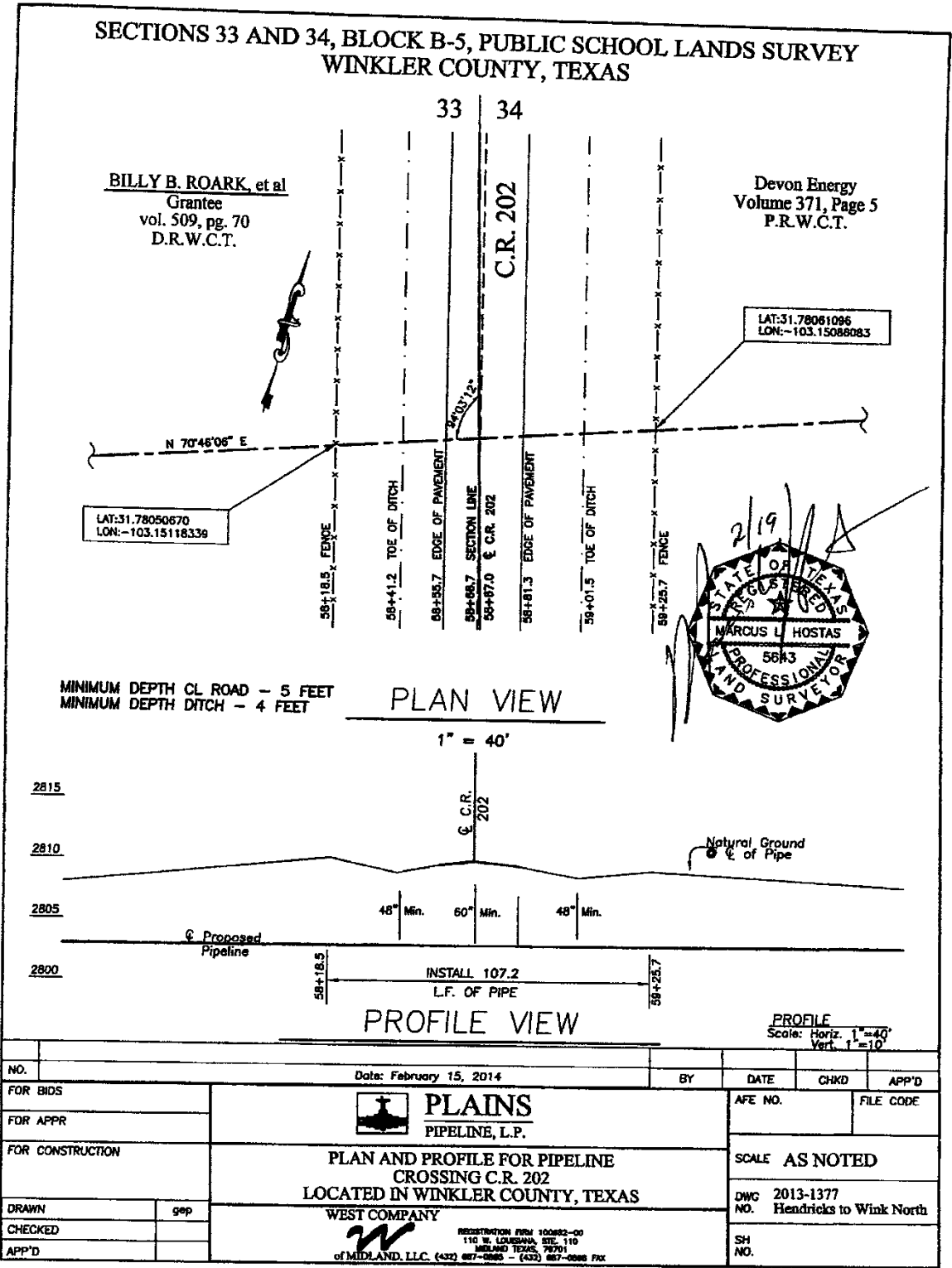
SIGNED AND ENTERED INTO on this the 10th day of March, 20 14.

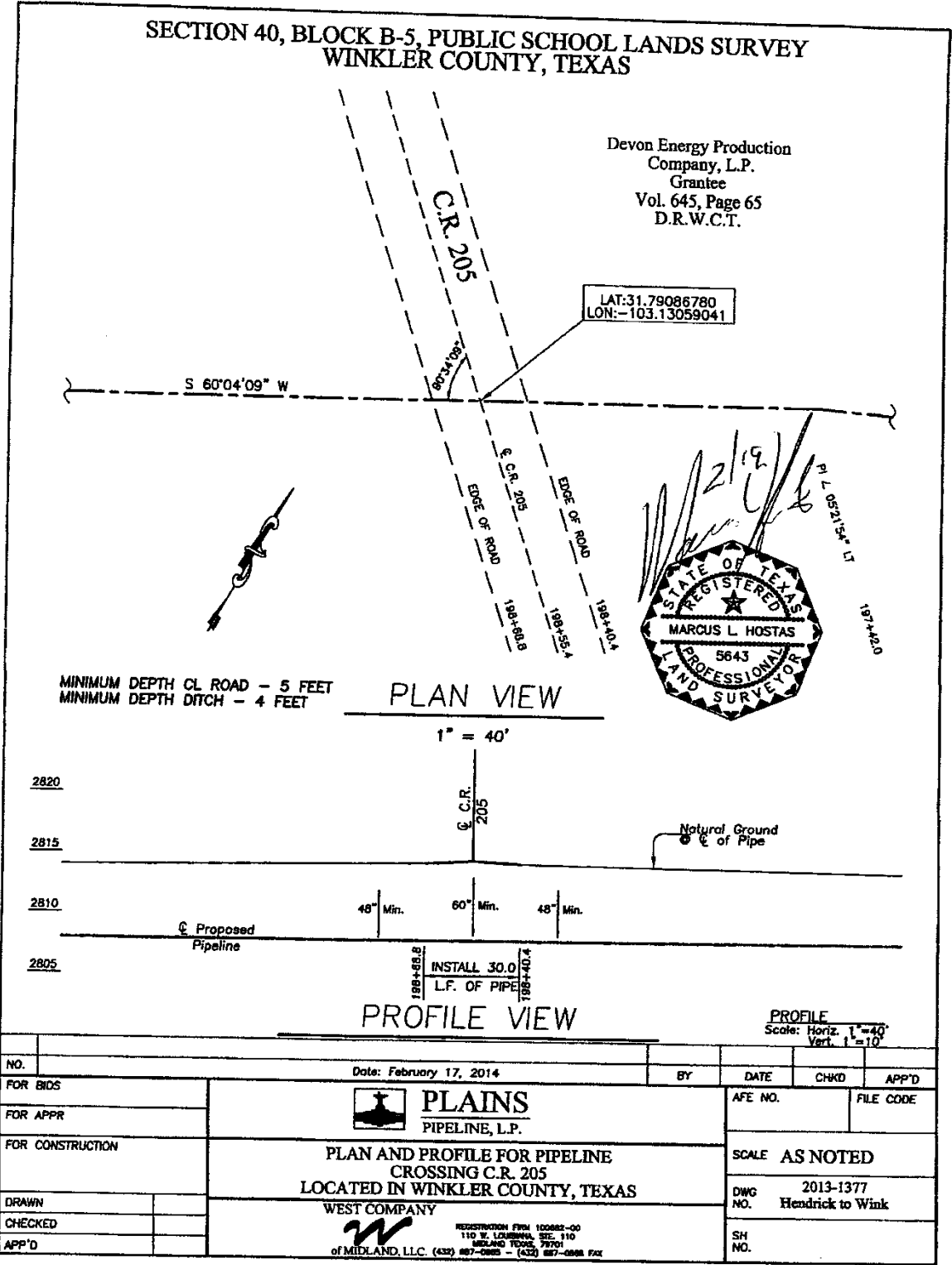
WINKLER COUNTY

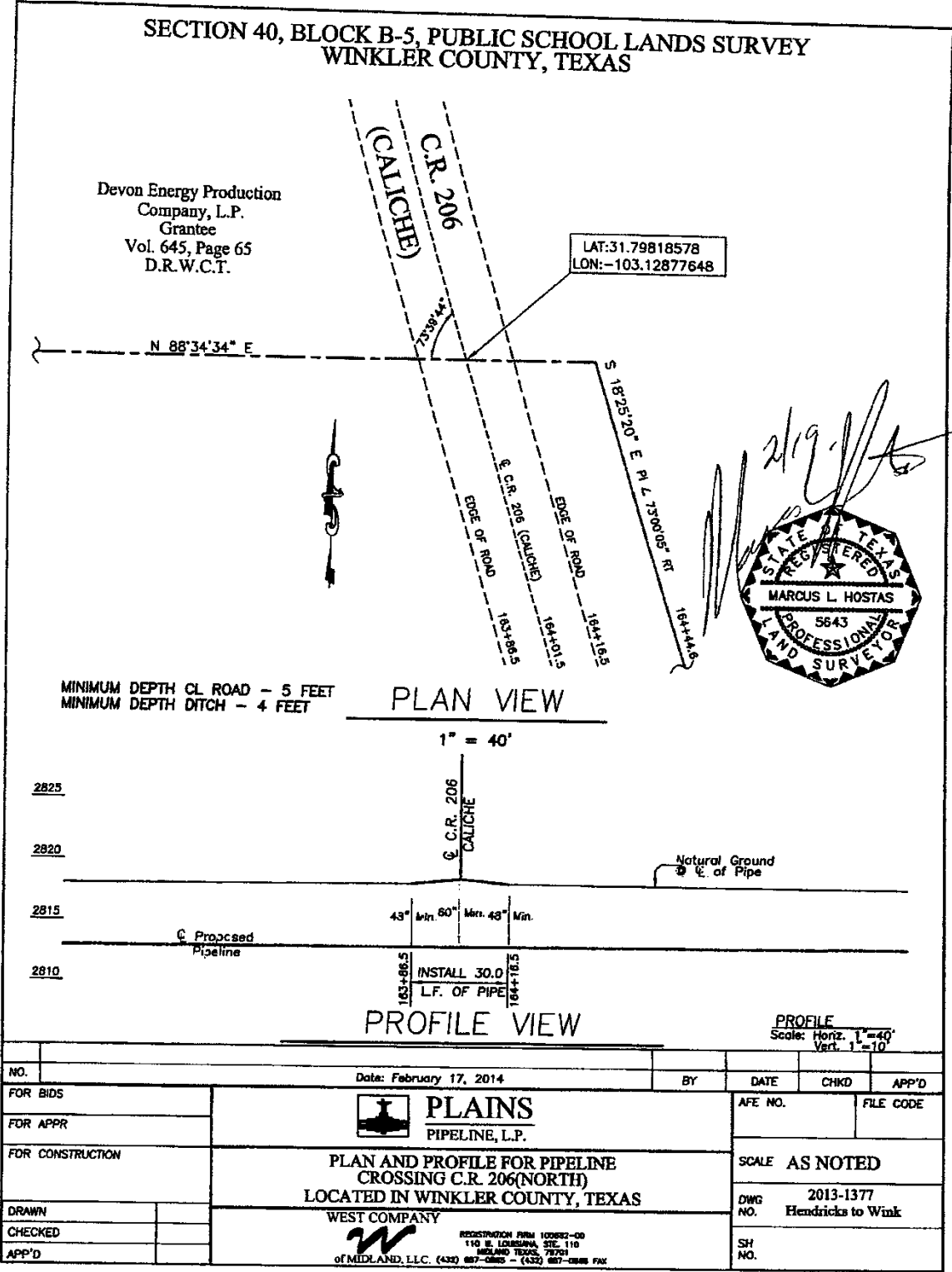
By 
Bonnie Leck
Winkler County Judge

PLAINS PIPELINE, L.P.

By 
Printed Name Ronald Helean
Title Senior Land Representative
Address 505 North Big Spring Street, Suite 600
Midland, TX 79701
Telephone 432-221-7912
Cellular Telephone 432-266-8469
Fax 432-686-0881









**109TH JUDICIAL DISTRICT
WINKLER COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT**
401 S. Pine • P.O. Box 822 Kermit, Texas 79745 • (432) 586-6217

Eric R. De Anda
Director

“Consider for approval request of Chief Adult Probation Officer to amend the Probation Evaluation Fund Budget.”

Probation Evaluation Fund

52-223-058 Training/Professional \$500.00

\$500.00 > (2) TCLEOSE Physiological Examinations from *Dr. Ron L. Cohorn Ph.D.*

52-223-180 Equipment \$700.00

\$700.00 > (2) Partitions & Base purchase from *Office Depot.*

52-223-130 Supplies \$1,000.00

\$1,000.00 > Ammunition Purchase from *BulkAmmo.com.*

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve Extended Warranty Agreement with Guardian Security Solutions, LC for Wave 20 Duress Alarm System at Courthouse for the period of March 18, 2014 through March 18, 2015 and payment in the amount of \$2,040.64 from budgeted funds; which motion became an order of the Court upon the following vote:

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



GUARDIAN
Security Solutions, LC
3214 122nd 806-794-7767
Lubbock, TX 79423 TX LIC# B11916

| Date | Proposal |
|-----------|----------|
| 2/26/2014 | 3710 |

Winkler County
Attn: Randy Neal
100 E. Winkler
Kermit, TX 79745

| Project |
|---|
| Proposal for Extended Warranty Renewal for Panic System |

| Mailing address: PO Box 53874, Lubbock, TX 79453 Fax: 806-794-7789 Web: www.myshield.org | | SALES TYPE | Customer Purchase Number | | Sales Person | |
|--|--|----------------|--------------------------|------------|--------------|--|
| | | Due on receipt | | | | |
| Item | Description | Location | Qty | Price Each | Total | |
| EXTENDED WA... | Extended Warranty Agreement for Panic System listed on Invoice# 7996 at 16% for 4th year of coverage for period of 3/18/14 - 3/18/15. All equipment installed from noted invoice will be covered under this agreement. We do not cover vandalism, power surges, lint or dirt in DVRs and the results of lint or dirt, or an act of God resulting in storms. Battery replacement is not covered under warranty. Extended Warranty does cover normal wear and tear or equipment failure. If equipment fails due to use or age, Guardian will repair or replace with like equipment based on Guardian's judgement. | | | 2,040.64 | 2,040.64 | |

RECEIVED
MAR 03 2014
AUDITOR'S OFFICE

Prices on this proposal are guaranteed for
30 days

Date: _____

Offer accepted and approved

| | | |
|-----------------|-------------------|------------|
| Signature _____ | Subtotal | \$2,040.64 |
| | Sales Tax (8.25%) | \$0.00 |
| | Total | \$2,040.64 |

Agenda

Following discussion regarding pre-season maintenance of swimming pools, review of rules and policies for their operation, a motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve the following rules and policies for swimming pool operation, with opening and closing dates to be determined:

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

Kermit Pool/Spray Park

Opening Day: TBA
Closing Day: TBA

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

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

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

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

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

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

Wink Spray Park

Opening Day: ASAP
Closing Day: TBA

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

2 Lifeguards + Manager

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

Spray Park Entry Fee: 0

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

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

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

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

Manager/Lifeguard
CLEANING DUTIES/RULES

1. All trash cans must have a lid on top.
2. All trash cans must be emptied and cleaned before and after each shift.
3. The drinking fountain should be clean and operational.
4. All bathrooms must be equipped with toilet paper and paper towels at all times.
5. All bathrooms should be bleached daily, swept and mopped.
6. PH and Chlorine should be kept and documented every (2) hours. TDH Guidelines are attached.
7. Pool should be swept and vacuumed daily and cleaned of all debris.
8. Pool should be cleaned before all parties.
9. All chairs must be stacked and stored in designated area before leaving duty.
10. Cell phones or any other electronic device will not be permitted while on duty. They should be left at home or in vehicle.
11. Work shirt will be worn while on duty, except while on break.

Pool Party Guidelines
For Swimming Pools and Splash Parks

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

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

POOL MANAGER

DAILY

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

BI-WEEKLY

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

Weekly-Kermit Manager

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

Employee _____ Date: _____

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

12. Lifeguards must stay at their post during the required time, except when rotation of guards every 30 minutes.
13. Lifeguards should be at the pool 15 minutes prior to a party.
14. Lifeguards will patrol the pool during parties.
15. Lifeguards do no swim at parties.
16. Lifeguards do not have friends at parties.
17. Lifeguards are not allowed at the pool after hours to swim with friends.
18. Lifeguards do not write/allow anyone to write on the walls of the facility.
19. No jewelry is to be worn except a watch.
20. Lifeguards/Managers will not leave the premises during work hours.

Employee _____

Date _____

Rules



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

Signature and Date: _____

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 Commissioners, Precinct Nos. 1, 2, 3 and 4, to hire summer employees 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 Wolf and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 2, to rent 84" smooth drum roller and Bomag 9-wheel pneumatic roller from Kirby-Smith in the approximate amount of \$9,000.00 from budgeted lateral road 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 Wolf to approve request of Commissioner, Precinct No. 3, to purchase electrical supplies for repair of electrical system for ball field at Vest Park in the approximate amount of \$3,000.00 from committed capital expenditure 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 Thompson to approve request of Sheriff to purchase Xerox WorkCentre copier/printer at the approximate cost of \$5,474.00 plus \$20.00 per month maintenance from contingency 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 Thompson to approve disbursement of budgeted funds in the amount of \$500.00 to Center for Crisis Advocacy; 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 \$50.00 to State Farm Insurance for \$5,000.00 surety bond for Pauline Kline, Assistant Librarian, for the term of March 31, 2014 through March 31, 2105 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 Stevens and seconded by Commissioner Wolf to approve payment in the amount of \$7,930.00 to Diamond A Ranch for caliche for County Road 306 (\$5,525.00) and County Road 401

(\$2,275.00) and red dirt for Winkler County Golf Course (\$130.00) with \$7,800.00 to be paid from budgeted lateral road funds and \$130.00 to be paid from Golf Course 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 Neal to approve payment in the amount of \$1,000.00 to County Judges and Commissioners Association of Texas for annual dues from budgeted funds; which motion became an order of the Court upon the following vote:

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

There were no park project claim(s) for the Court to consider at this time.

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

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

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

**WINKLER COUNTY
LINE ITEM ADJUSTMENTS
MARCH 10, 2014**

| | | |
|--|------------------------|--------------|
| NONDESIGNATED EXPENSE | | |
| 10-230-080 | CAPITAL EXPENSE | \$ 67,820.00 |
| 10-316-076 | CONSTRUCTION MATERIALS | \$ 67,820.00 |
| AMD-CONSTRUCTION MATERIALS TO CAPITAL EXPENSE LEASE ON DOZER | | |

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

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

There were no budget amendment(s) for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of February, 2014;

MONTHLY REPORTS

| For the Month of <u>Feb 2014</u> | | Date | Amount |
|--|--|----------------|----------------------------------|
| Tommy Duckworth, Co Attorney Fee | <u>\$180⁰⁰ Hot Check 3-5-14</u> | <u>3-5-14</u> | <u>\$50.00</u> |
| Bonnie Leck, County Judge | <u>Jan & Feb 2014</u> | <u>3-3-14</u> | <u>Jan \$2.00 Feb \$8.00</u> |
| Minerva Soltero, Tax Assessor | <u>Feb 14</u> | <u>3-10-14</u> | <u>\$516.98</u> |
| Shethelia Reed, County Clerk | <u>Feb 14</u> | <u>3-3-14</u> | <u>\$22,281.50</u> |
| Glenda Mixon, JP Precinct #2 | <u>Feb 14</u> | <u>3-3-14</u> | <u>\$966.00</u> |
| Sherry Terry, District Clerk | <u>Feb 14</u> | <u>3-6-14</u> | <u>\$1995.14</u> |
| DeLynn Trammell, JP Precinct #1 | <u>Feb 14</u> | <u>3-3-14</u> | <u>\$9832.90</u> |
| George Keely, Sheriff | <u>Feb 14</u> | <u>3-6-14</u> | <u>\$3981.09</u> |
| 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 | | | |

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

Ayes: Commissioners 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