

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 28th day of April, 2014, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Bonnie Leck	County Judge
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.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Proclamation declaring Thursday, May 15, 2014 as Peace Officers Memorial Day and the week of May 11-17, 2014 as Law Enforcement Officers Week in Winkler County; which motion became an order of the Court upon the following vote:

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

P R O C L A M A T I O N

LAW ENFORCEMENT OFFICERS WEEK AND PEACE OFFICERS MEMORIAL DAY 2014

WHEREAS, the Congress and President of the United States have designated a National Peace Officers Memorial Day during Law Enforcement Officers Week; and


WHEREAS, the members of law enforcement agencies of Winkler County play an essential role of safeguarding the rights and freedom of the citizens of our county; and

WHEREAS, members of law enforcement recognize their duty to serve the people of Winkler County by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

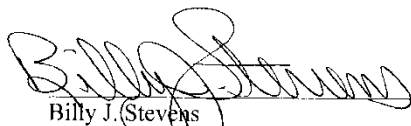
WHEREAS, during Law Enforcement Week, and through the year, Winkler County recognizes and appreciates the critical contributions and sacrifices made by members of law enforcement at all levels, and honors their courage and dedication.

NOW, THEREFORE, WE, THE WINKLER COUNTY COMMISSIONERS' COURT do hereby proclaim May 11-17, 2014 as "LAW ENFORCEMENT OFFICERS WEEK" and May 15, 2014 as "PEACE OFFICERS MEMORIAL DAY" in Winkler County, and commend its observance to all citizens.

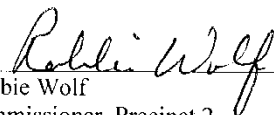
THEREFORE, IN OFFICIAL RECOGNITION WHEREOF, we, the undersigned, do hereby affix our signatures this 28th day of April, 2014.



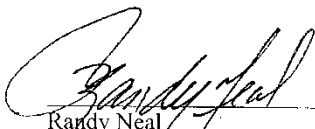
Bonnie Leck
Winkler County Judge



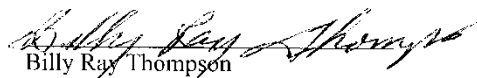
Billy J. Stevens
Commissioner, Precinct 1



Robbie Wolf
Commissioner, Precinct 2

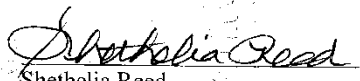


Randy Neal
Commissioner, Precinct 3



Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:



Shethelia Reed
Winkler County Clerk

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve March, 2014 minutes; which motion became an order of the Court upon the following vote:

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

The Court received reports from Robin Hawkins, Director, regarding activities at the Senior Citizens Recreation Center; James Everett, Chief Paramedic, regarding the Emergency Medical Service and Billy Stevens, Commissioner, Precinct No. 3, regarding the Winkler County Golf Course.

The Court heard Hospital Board of Control report from John Clark, Winkler County Memorial Hospital Administrator.

Wannah Hartley, Winkler County Memorial Hospital Liaison, reviewed financial information and monthly reports from Winkler County Memorial Hospital with the Court.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following salary schedule change(s) for Winkler County Memorial Hospital:

**WINKLER COUNTY MEMORIAL HOSPITAL
2014 MAXIMUM SALARIES**

4/28/2014

		CURRENT WAGE			
		Low	High	Salary Biweekly	Yearly
		Hrly Wage	Hrly Wage		
<u>NURSING</u>					
1	DIRECTOR OF NURSING			\$ 2,700.00	\$70,200.00
9	RN (FLOOR/ER)	\$ 23.33	\$ 29.33		
	RN - PRN		\$ 30.00		
9	LVN (FLOOR/ER)	\$ 16.83	\$ 21.91		
	LVN - PRN		\$ 20.00		
4	CNA	\$ 9.93	\$ 11.66		
<u>LABORATORY</u>					
1	SUPERVISOR	\$ 21.08	\$ 28.00		
3	TECH	\$ 17.50	\$ 22.00		
	PRN TECH		\$ 19.00		
	WEEKEND TECH			\$750 PER WEEKEND	
<u>RADIOLOGY</u>					
1	SUPERVISOR	\$ 23.58	\$ 26.16		
1	TECH	\$ 21.00	\$ 22.58		
1/2	CLERK	\$ 8.28	\$ 10.58		
	PRN TECH		\$ 21.58		
	WEEKEND TECH			\$750 PER WEEKEND	
<u>PHARMACY</u>					
1	PHARMACIST			\$ 2,209.35	\$ 57,443.10
1	LVN TECH	\$ 11.58	\$ 21.00		
	PRN TECH		\$ 16.00		
<u>PHYSICAL THERAPY</u>					
1/2	CLERK	\$ 8.28	\$ 10.58		
	PRN <i>s/b minimum wages</i>	9.00	\$ 10.58		
<u>INFORMATION TECHNOLOGIES</u>					
1	COMPUTER TECH		\$ 21.58		
<u>BUSINESS OFFICE</u>					
1	BUSINESS OFFICE MANAGER	\$ 16.09	\$ 17.67		
4	INSURANCE BILLER	\$ 9.58	\$ 13.16		
1	DATA ENTRY CLERK	\$ 9.58	\$ 12.16		
4	ADMISSION CLERK	\$ 9.58	\$ 12.16		
1/2	PRN CLERK		\$ 8.00		

		CURRENT WAGE			
		Low	High	Salary Biweekly	Yearly
		Hrly Wage	Hrly Wage		
DIETARY					
1	SUPERVISOR	\$ 9.00	\$ 11.16		
4	COOK	\$ 9.00	\$ 11.16		
HOUSEKEEPING/MAINTENANCE/LAUNDRY					
1	LAUNDRY	\$ 9.00	\$ 12.16		
1	MAINTENANCE WORKER		\$ 17.00		
3	HOUSEKEEPER	\$ 9.00	\$ 10.91		
MEDICAL RECORDS					
1	SUPERVISOR	\$ 17.08	\$ 21.06		
2	CLERK	\$ 9.58	\$ 12.79		
MATERIALS MANAGEMENT					
1	PURCHASING AGENT	\$ 10.00	\$ 12.66		
HUMAN RESOURCES					
1	HR/PAYROLL CLERK	\$ 10.58	\$ 14.16		
DIRECTOR OF PERFORMANCE IMPROVEMENT					
1	DIRECTOR		\$ 18.75		
1/2	LVN-PART TIME		\$ 17.41		
RURAL HEALTH CLINIC					
1	MID-LEVEL PRACTITIONER			\$ 4,807.69	\$ 125,000.00
1	MID-LEVEL PRACTITIONER			\$ 5,538.46	\$ 144,000.00
1	CLINIC ADMIN MANAGER	\$ 15.00	\$ 19.40		
2	LVN	\$ 14.58	\$ 17.16		
3	CNA OR CMA	\$ 9.71	\$ 11.51		
2	INSURANCE BILLER	\$ 9.08	\$ 12.16		
2	RECEPTIONIST	\$ 8.71	\$ 11.29		
1.	\$1.00 CALL PAY PER HOUR FOR MAINTENANCE, NURSING, LAUNDRY, REGISTRATION				
2	ER SHIFT DIFF 7 PM TO 7 AM - RN \$3.00 / LVN \$1.00 HRLY				
3	ER SHIFT DIFF 7 AM TO 7 PM - RN \$1.50 / LVN \$.50 HRLY				
4	LONGEVITY IS PAID TO EMPLOYEES AFTER FIVE YEARS OF SERVICE AT THE RATE OF \$20 PER MONTH FOR EACH YEAR OF SERVICE				
5	A \$400 COLA PER EMPLOYEE WILL BE PAID IN JANUARY				

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 Agreement between Owner, Winkler County, and Architect, Level 5 Architecture, LLC, with changes made by Commissioners' Court for Winkler County Rural Health Clinic construction project; which motion became an order of the Court upon the following vote:

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

AIA Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15 day of April in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Winkler County
100 E. Winkler Street
Kermit, Texas 79745
Telephone Number: 432-586-6658

and the Architect:
(Name, legal status, address and other information)

Level's Architecture, Limited Liability Company
P.O. BOX 1012
Mansfield, Texas 76063
Telephone Number: 817-842-0212
Fax Number: 817-842-0214

for the following Project:
(Name, location and detailed description)

Winkler County
628 Meyer Ln
Kermit, TX 79745
To provide a new medical clinic for the Winkler County Rural Health Clinic in Kermit, Texas. The clinic shall provide enough exam rooms to service four providers including offices, administrative areas and any and all ancillary spaces. The interior shall be of like finishes for a medical clinic, considered to be class B finishes. The exterior of the building shall fit within the context of the surrounding facilities and shall be clad in materials similar to cementitious stucco and/or stacked stone veneer

The Owner and Architect agree as follows

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information.
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement as Sections 1.2, or state below Initial Information such as details of the Project's site and program. Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, anticipated representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

1. Commencement of construction date:
September 01, 2014
2. Substantial Completion date:
September 01, 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement

§ 2.14 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 2.15 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 2.16 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.24 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 2.25 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.25.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building enclosure, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 2.25.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 2.26 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 2.27 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1. General Liability
General Liability - \$2,000,000.00
2. Automobile Liability
Automotive Liability - \$500,000.00
3. Workers' Compensation
Workers' Compensation - \$500,000.00
4. Professional Liability
Errors and Omissions - \$1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services; consult with the Owner; research applicable design criteria; attend Project meetings; communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall subordinate its services with these services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments to the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 3.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming requirements of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.


§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- 1) procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- 2) distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- 3) organizing and conducting a pre-bid conference for prospective bidders;
- 4) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- 5) organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- 1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- 2) organizing and participating in selection interviews with prospective contractors; and
- 3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

(Paragraph Deleted)

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligence or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.


§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither the authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

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show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A301-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. (The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.)

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made substantive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.


§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concepts expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or system, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.1, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not result in an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. Upon Certificates of Substantial Completion, receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.


§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of Surety or sureties, if any; a reduction, in or partial release of retentions or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4. ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner, or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.6 Building Information Modeling (B207™-2009)	Architect	

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§4.1.7	Civil engineering	Architect
§4.1.8	Landscap design	Owner
§4.1.9	Architectural Interior Design (B257TM-2007)	Architect
§4.1.10	Value Analysis (B204TM-2007)	Not Provided
§4.1.11	Detailed cost estimating	Not Provided
§4.1.12	On-site Project Representation (B207TM-2007)	Not Provided
§4.1.13	Confirmed construction documents	Architect
§4.1.14	As-Designed Record drawings	Architect
§4.1.15	As-Constructed Record drawings	Architect
§4.1.16	Post occupancy evaluation	Not Provided
§4.1.17	Facility Support Services (B210TM-2007)	Not Provided
§4.1.18	Tenants-related services	Not Provided
§4.1.19	Coordination of Owner's consultants	Not Provided
§4.1.20	Telecommunications/data design	Owner
§4.1.21	Security Evaluation and Planning (B206TM-2007)	Not Provided
§4.1.22	Commissioning (B211TM-2007)	Not Provided
§4.1.23	Extensive environmentally responsible design	Not Provided
§4.1.24	LEED® Certification (B214TM-2012)	Not Provided
§4.1.25	Field track design services	Not Provided
§4.1.26	Historic Preservations (B205TM-2007)	Not Provided
§4.1.27	Furniture, Furnishings, and Equipment Design (B252TM-2007)	Architect

§4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Asbestos Testing of Existing Facility shall be provided by architect under the agreement of this contract.
Geotechnical Engineering shall be provided by the architect under the agreement of this contract.

§4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth exterior research, energy modeling, or LEED® certification;
- Changing or adding previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- Preparation for, and attendance at, a public presentation, hearing or hearing;
- Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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- Evaluation of the qualifications of bidders or persons providing proposals;
- Consultation concerning replacement of Work resulting from fire or other cause during construction, or
- Assistance to the Initial Decision Maker, if other than the Architect.

§4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- Evaluating an extensive number of Claims as the Initial Decision Maker;
- Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor;
- Twelve (12) visits to the site by the Architect over the duration of the Project during construction;
- Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- Two (2) inspections for any portion of the Work to determine final completion.

§4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships. Flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, easements and adjoining property and structures; designated wetlands, adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. (Paragraph Deleted)

§5.5 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§5.6 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Architect's needs and interests.

§5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work whenever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and

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scope of the Project, and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current rates, volume or similar conventional estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- give written approval of an increase in the budget for the Cost of the Work;
- authorize rebidding or renegotiating of the Project within a reasonable time;
- terminate in accordance with Section 9.5;
- in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- implement any other mutually acceptable alternative.

§6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all fees when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, on the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of

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the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraph Deleted)

§ 8.1.4 All claims and disputes will be determined by the parties and if no resolution is

(Paragraph Deleted)

accomplished the method of binding dispute resolution shall be litigation

(Paragraph Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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Compensation shall be ten (10) percent of the cost to construct the entire facility including all demolition

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Shall be included in the compensation listed under Article 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Cost of the work or service plus fifteen (15) percent.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty five percent ()	25.00 %)
Design Development Phase	Twenty five percent ()	25.00 %)
Construction Documents Phase	Twenty five percent ()	25.00 %)
Bidding or Negotiation Phase	Five percent ()	5.00 %)
Construction Phase	Ten percent ()	10.00 %)
Total Basic Compensation	one hundred percent ()	100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 In the instance, the base scope of work shall change, any additional changes or contract additions shall be negotiated as a flat rate or the hourly billing rates for services of the Architect and the Architect's consultants, if any, as set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal Architect	\$105 per hour
Design Staff	\$45 per hour
Administrative Staff	\$45 per hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

(Paragraph Deleted)

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested date of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances as may form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the context of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

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Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and

- Post paid for securing approval of authorities having jurisdiction over the Project.
- Printing, reproductions, plus, standard form documents.
- Postage, handling and delivery.
- Expense of overtime work requiring higher than regular rates, at authorized in advance by the Owner.
- Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.
- Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants.
- All taxes levied on professional services and on reimbursable expenses.
- Site office expenses; and
- Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

\$25,000.00

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice and Winkler County Commissioner Court Approval. Amounts unpaid Thirty (30) days after presentation of the invoice to the Winkler County Commissioners Court shall bear interest at the rate stated below. (Insert rate of monthly or annual interest agreed upon.)

15.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation or impose a penalty, or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

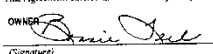

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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§ 13.2 This Agreement is comprised of the following documents listed below:
1. AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraphs Deleted)
This Agreement entered into as of the day and year first written above:

OWNER  (Signature) Honorable Bonnie Leck, Winkler County Judge (Printed name and title)	ARCHITECT  (Signature) Justin Gilmore, AIA, President (Printed name and title)
---	--

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§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:
The owner anticipated breaking ground on the new facility in Late Fall of 2014. The anticipated time of construction shall be 18 months.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)
Competitive Sealed Proposals by General Contractors for Lump Sum Amount

§ A.1.6 Other Project Information
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM
§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)
Honorable Bonnie Leck

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)
Winkler County Commissioner Court

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)
If the owner wishes to obtain the services of a third party inspector, the Architect shall change the methods in which information shall be submitted.

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)
Justin Gilmore
P.O. BOX 1012
Mansfield, Texas 76063
Telephone Number: 817-842-0212
Fax Number: 817-842-0214
Email Address: justing@level5designgroup.com

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2:
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:
1. Structural Engineer

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AIA® Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)
Winkler County
828 Meyer Ln.
Kermit, TX 79745

THE OWNER:
(Name, legal status and address)
Winkler County
100 F. Winkler Street
Kermit, Texas 79745

THE ARCHITECT:
(Name, legal status and address)
Level 5 Architecture, PLLC
P.O. BOX 1012
Mansfield, Texas 76063

This Agreement is based on the following information:
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION
§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)
To provide a new medical clinic for the Winkler County Rural Health Clinic in Kermit, Texas.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)
The clinic shall provide enough exam rooms to service four providers including offices, administrative areas and any and all ancillary spaces. The interior shall be of like finishes for a medical clinic, considered to be class B finishes. The exterior of the building shall fit within the context of the surrounding facilities and shall be clad in materials similar to cementitious stucco and/or stacked stone veneer.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a time non break down.)
\$1,200,000.00 for building construction

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§ A.2.5.2 Consultants retained under Additional Services:
None

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)
The owner wishes to include the third party testing services for construction materials testing under the general conditions of the contract for construction.

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

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

	A	B	C	D	E	F	G	H	I	J	K	L
2												
3												
4												
5	RECEIPTS & EXPENDITURES											
6	BEGINNING BALANCE FEBRUARY 1, 2014											
7	DEPOSITS											
8	VD CKS											
9												
10	MASTERCARD CHARGE											
11	RETURNED CHECKS											
12	AMOUNT PAID OUT SINCE LAST REPORT											
13	WIRE TRANSFERS											
14	JURY CKS											
15	CSOD PAYROLL TRANSFER											
16	TRANSFER FICA											
17	ACCOUNTS PAYABLE											
18	PAYROLL											
19	AMOUNT TO BALANCE											
20	BALANCE											
21												
22												
23												
24												
25												
26												
27	TEXPOOL											
28	GENERAL FUND											
29	HOSPITAL											
30	BALANCE - TEX. POOL											
31	TEXPOOL'S PORTFOLIO ASSET SUMMARY											
32												
33												
34												
35												
36												
37	CERTIFICATES OF DEPOSIT											
38	SOUTHWEST BANK WINK											
39	COMMERCIAL STATE OF ANDREWS											
40	PECOS STATE BANK											
41	SECURITY STATE BANK OF MONAHANS											
42	WEST TEXAS STATE BANK OF KERMIT											
43	COMMERCIAL STATE OF ANDREWS											
44	TRANSPECOS BANKS OF PECOS											
45	WEST TEXAS NATIONAL BANK OF KERMIT											
46	WEST TEXAS NATIONAL BANK OF KERMIT											
47	WEST TEXAS STATE BANK OF KERMIT											
48	WEST TEXAS STATE BANK OF KERMIT											
49	FIRST CAPITAL BANK OF TEXAS											
50	FIRST CAPITAL BANK OF TEXAS											
51	FIRST CAPITAL BANK OF TEXAS											
52												
53	BALANCE, CDS											
54												
55	CASH IN BANK - KERMIT STATE BANK											
56												
57	TOTAL CASH IN BANK											

	A	B	C	D	E	F	G	H	I	J	K	L
59					GENERAL FUND	HOSPITAL PROJECT	INTEREST & SINKING		PLEGDED SECURITIES - WEST TEXAS STATE BANK	PAR VALUE	BOOK VALUE	2/28/2014
60	FEBRUARY 28, 2014				\$21,876,634.88			CUSIP #3138EKEZ4	\$3,000,000.00	\$2,372,272.50	\$2,579,280.06	\$2,553,367.84
61	TOTAL ASSETS: CASH IN BANK, TEX. POOL, FEDERAL RESERVE, INVESTMENTS						442,775.38	CUSIP #3138EKEZ4	\$2,000,000.00	\$1,581,515.00	\$1,719,528.73	\$1,702,245.23
62								CUSIP #3128M9B92	\$8,000,000.00	\$4,784,271.92	\$6,388,024.55	\$5,261,450.95
63								CUSIP #3138EKEZ4	\$3,083,189.00	\$2,438,054.83	\$2,650,812.95	\$2,624,177.88
64									\$16,083,189.00	\$11,178,114.25	\$12,337,664.32	\$12,445,539.00
65												
66												
67												
68	THE STATE OF TEXAS, COUNTY OF WINKLER: Before me, the undersigned authority, on this day personally appeared, Jeanna Wilhelm, Winkler County Investment Officer, who being by me duly sworn, says that the within											
69	and foregoing report is true, correct and prepared in compliance with generally accepted accounting principles.											
70					Jeanna Wilhelm			Jeanna Wilhelm	Winkler County Investment Officer			
71					Sworn and subscribed before me, this the 4th of April, 2014.			Sheneille Reed	County Court, Winkler County, Texas			
72												

FEBRUARY BANK TRANSACTIONS									
DATE		PAYROLL	ACCOUNTS		JURY	WIRE		DEPOSITS	BALANCE
DEPOSIT	NUMBER		PAYABLE			TRANSFERS			
2/3/2014	75536-75538		\$ 1,126.08					\$	2,210,534.29
2/5/2014	75550-75552		\$ 1,113.89					\$	2,209,340.40
2/5/2014								\$	1,209,340.40
2/5/2014	46899							\$	1,210,822.56
2/6/2014	46799-46847							\$	3,714,301.38
2/7/2014	75539-75549		\$ 11,122.73					\$	3,703,178.65
2/7/2014	88739-88780	\$ 95,122.38						\$	3,607,843.04
2/7/2014								\$	3,539,833.47
2/10/2014	75553-75637		\$ 375,589.97					\$	3,164,243.50
2/7/2014	16838100	\$ 236.80						\$	1,164,006.70
2/7/2014	75638		\$ 161.00					\$	1,163,845.70
2/7/2014	46900							\$	1,165,621.20
2/10/2014	75572-vd		\$ (7,210.00)					\$	1,172,766.05
2/10/2014	75639		\$ 5,520.00					\$	1,167,246.05
2/10/2014	75629-vd		\$ (75.00)					\$	1,167,321.05
2/11/2014	75640-75643		\$ 1,410.88					\$	1,165,910.17
2/11/2014	75644		\$ 17,300.53					\$	1,148,609.64
2/12/2014								\$	1,149,076.76
2/12/2014	75645-75647		\$ 1,050.00					\$	1,148,026.76
2/12/2014								\$	2,107,745.48
2/13/2014	46939							\$	2,108,077.82
2/13/2014	75648-75651		\$ 5,351.60					\$	2,102,726.22
2/14/2014	75652		\$ 399.00					\$	2,102,327.22
2/14/2014	75653		\$ 5,191.27					\$	2,097,135.95
2/14/2014	75654		\$ 371.00					\$	2,096,764.95
2/14/2014	46940							\$	2,099,411.95
2/14/2014	46941							\$	2,191,478.09
2/14/2014	46942							\$	2,273,935.41
2/18/2014	75655-75658		\$ 6,292.39					\$	2,267,643.02
2/14/2014	88781-88788	\$ 13,672.60						\$	2,253,970.42
2/18/2014	46901-46908							\$	1,264,448.94
2/19/2014	46943							\$	1,264,833.08
2/20/2014	46944							\$	1,265,285.86
2/21/2014	46909-46937							\$	1,836,113.63
2/21/2014	46945							\$	1,838,850.53
2/21/2014	46946							\$	1,839,614.91
2/21/2014	5968-5977							\$	1,764,546.93
2/20/2014	75758		\$ 1,132.00					\$	1,763,201.70
2/21/2014	75659-75667		\$ 6,479.93					\$	1,756,721.77

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THE SOFTWARE GROUP, INC.                                PAGE 1

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10 records listed.

Winkler County Treasurer
THE SOFTWARE GROUP, INC.

PAYROLL / PERSONNEL SYSTEM
CHECK REGISTER

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PAGE 1

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88742-PR	02/07/14	02/07/14	PAUDA, AUSTIN MARCELINO	46.17	N	
88743-PR	02/07/14	02/07/14	WOLF, KELSEY JENAE	64.01	N	
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88750-PR	02/07/14	02/07/14	PARKER, ROSA M	368.95	N	
88751-PR	02/07/14	02/07/14	MUNCY, MARTIN B	0.00		
88752-PR	02/07/14	02/07/14	HAWKINS, ROBBIE L.	681.37		
88753-PR	02/07/14	02/07/14	TERRY, MARK C	1,227.56	N	
88754-PR	02/07/14	02/07/14	THOMPSON, BILLY RAY	1,141.65	N	
88755-PR	02/07/14	02/07/14	KAPKA, DON E	814.06		
88756-PR	02/07/14	02/07/14	MITCHELL, GENE E	763.58	N	
88757-PR	02/07/14	02/07/14	MITCHELL, HENRY LEON	837.94		
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88777-PR	02/07/14	02/07/14	UNDERWOOD, WILLIAM F	1,085.57		
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Winkler County Treasurer
THE SOFTWARE GROUP, INC.

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CHECK REGISTER

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PAGE 2

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
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88786-PR	02/14/14	02/14/14	GLOVER, ANTHONY DESHAWN	1,051.78	N	
88787-PR	02/14/14	02/14/14	MARTINEZ, JOHNNY ANGEL	308.00	N	
88788-PR	02/14/14	02/14/14	RANDOLPH, DIXIE K.	305.62		
				4,843.03		
88789-PR	02/21/14	02/21/14	LARA, RAUL M.	897.17		
88790-PR	02/21/14	02/21/14	VELASQUEZ, PEDRO CARRASCO	1,142.94		
88791-PR	02/21/14	02/21/14	WOLFE, PATRICIA L.	285.36		
88792-PR	02/21/14	02/21/14	COOPER, CHARLES E.	317.58		
88793-PR	02/21/14	02/21/14	ROBERTS, WALTER MARIE JR.	1,159.75	N	
88794-PR	02/21/14	02/21/14	WHITE, JULIE MARINA	172.93		
88795-PR	02/21/14	02/21/14	BUSTAMANTE, REYES PALLANES JR.	1,001.12		
88796-PR	02/21/14	02/21/14	WOLF, GERRY L.	1,222.65	N	
88797-PR	02/21/14	02/21/14	FERRER, DIANA	448.48	N	
88798-PR	02/21/14	02/21/14	ALARCON, SYLVESTER	198.77		
88799-PR	02/21/14	02/21/14	PARKER, ROSA M	779.62	N	
88800-PR	02/21/14	02/21/14	CROW, RICHARD LEROY	29.87	N	
88801-PR	02/21/14	02/21/14	MUNCY, MARTIN B	0.00		
88802-PR	02/21/14	02/21/14	HAWKINS, ROBBIE L.	917.01		
88803-PR	02/21/14	02/21/14	TERRY, MARK C	1,256.12	N	
88804-PR	02/21/14	02/21/14	THOMPSON, BILLY RAY	1,410.30	N	
88805-PR	02/21/14	02/21/14	KAPKA, DON E	914.02		
88806-PR	02/21/14	02/21/14	MITCHELL, GENE E	869.54	N	
88807-PR	02/21/14	02/21/14	MITCHELL, HENRY LEON	966.46		
88808-PR	02/21/14	02/21/14	GARCIA, PEDRO F.	603.89		
88809-PR	02/21/14	02/21/14	HENDERSON, JOHN E.	1,259.59	N	
88810-PR	02/21/14	02/21/14	WHITE, ROBERT L. SR.	1,138.06		
88811-PR	02/21/14	02/21/14	GREENE, PAM S.	871.06		
88812-PR	02/21/14	02/21/14	REED, SHETHELIA I.	1,523.25	N	
88813-PR	02/21/14	02/21/14	WARBOIS, DEBRA A	976.65		
88814-PR	02/21/14	02/21/14	CARTWRIGHT, CHRISTINE M	1,037.20	N	
88815-PR	02/21/14	02/21/14	GALLEGOS, SUKI A.	1,022.52		
88816-PR	02/21/14	02/21/14	GARRETT, SALINA DAWN	261.45		
88817-PR	02/21/14	02/21/14	GLOVER, ANTHONY DESHAWN	1,200.54	N	
88818-PR	02/21/14	02/21/14	KEELY, GEORGE J. JR.	1,775.80	N	
88819-PR	02/21/14	02/21/14	LONG, ROY L.	1,249.12		
88820-PR	02/21/14	02/21/14	MARTINEZ, JOHNNY ANGEL	800.27	N	
88821-PR	02/21/14	02/21/14	RIVERA, WILLIAM BATISTA	988.18	Y	
88822-PR	02/21/14	02/21/14	ROBERTS, BONNIE MAY	1,238.03	N	
88823-PR	02/21/14	02/21/14	ROBERTS, CINDY L	168.52	N	
88824-PR	02/21/14	02/21/14	SOLTERO, JOSE L.	1,280.59		
88825-PR	02/21/14	02/21/14	SOTELO, KIMBERLY LUANN	1,061.45	N	
88826-PR	02/21/14	02/21/14	TRIBBLE, BILL DAVID	1,403.78		

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88827-PR	02/21/14	02/21/14	UNDERWOOD, WILLIAM F	1,020.82		
88828-PR	02/21/14	02/21/14	GONZALEZ, CRYSTAL A	863.24	Y	
88829-PR	02/21/14	02/21/14	JACKSON, PHYLLIS L.	1,187.18		
88830-PR	02/21/14	02/21/14	RANDOLPH, DIXIE K.	1,086.12		
88831-PR	02/21/14	02/21/14	TERRY, SHERRY A.	1,665.07	N	
				39,796.87		
168371000-PR	02/07/14	02/07/14	LALONDE, SHEILA GAIL	716.64	Y	CLEAR
168371001-PR	02/07/14	02/07/14	BARRON, BRENDA L	843.67	Y	CLEAR
168371002-PR	02/07/14	02/07/14	TREADWELL, RENEE SUZANNE	901.79	Y	CLEAR
168371003-PR	02/07/14	02/07/14	WILLHELM, RHONDA REJEAN	1,299.10	Y	CLEAR
168371004-PR	02/07/14	02/07/14	ARMENDARIZ, ELVIA G.	323.56	Y	CLEAR
168371005-PR	02/07/14	02/07/14	LUJAN, AIDA M	244.99	Y	CLEAR
168371006-PR	02/07/14	02/07/14	GUZMAN, DOMINGO JR.	820.35	Y	CLEAR
168371007-PR	02/07/14	02/07/14	KEMP, TEVIN SCOTT	821.75	Y	CLEAR
168371008-PR	02/07/14	02/07/14	LALONDE, RODNEY L	940.37	Y	CLEAR
168371009-PR	02/07/14	02/07/14	HARDWAY, MICHAEL DEAN	847.81	Y	CLEAR
168371010-PR	02/07/14	02/07/14	CATES, SAMMIE ALTON JR.	884.67	Y	CLEAR
168371011-PR	02/07/14	02/07/14	JEROME, ALLEN RAY	884.40	Y	CLEAR
168371012-PR	02/07/14	02/07/14	LEAVITT, JOHN HARVEY	1,086.21	Y	CLEAR
168371013-PR	02/07/14	02/07/14	HAMMOND, SUSAN MARIE	729.75	Y	CLEAR
168371014-PR	02/07/14	02/07/14	SHROPSHIRE, LAURIE BETH	926.78	Y	CLEAR
168371015-PR	02/07/14	02/07/14	KLINE, KATY P.	588.01	Y	CLEAR
168371016-PR	02/07/14	02/07/14	DE ANDA, ERIC RUBEN	759.63	Y	CLEAR
168371017-PR	02/07/14	02/07/14	CHILDRESS, BARBARA DANIELLE	159.78	Y	CLEAR
168371018-PR	02/07/14	02/07/14	SHIPLEY, DANA A	354.84	Y	CLEAR
168371019-PR	02/07/14	02/07/14	HOLGUIN, DOROTHY A	417.60	Y	CLEAR
168371020-PR	02/07/14	02/07/14	LUJAN, JO H	955.69	Y	CLEAR
168371021-PR	02/07/14	02/07/14	MARQUEZ, ERIKA KRISTI	634.17	Y	CLEAR
168371022-PR	02/07/14	02/07/14	ROGERS, JERRY NEIL	89.37	Y	CLEAR
168371023-PR	02/07/14	02/07/14	WOLF, CHARLES M.	788.26	Y	CLEAR
168371024-PR	02/07/14	02/07/14	ANCHONDO, JOE BRIAN	1,323.92	Y	CLEAR
168371025-PR	02/07/14	02/07/14	DOMINGUEZ, EDUARDO C.	1,744.46	Y	CLEAR
168371026-PR	02/07/14	02/07/14	EVERETT, JAMES S	1,802.65	Y	CLEAR
168371027-PR	02/07/14	02/07/14	HOLLEY, TIFFANY ELIZABETH	1,564.28	Y	CLEAR
168371028-PR	02/07/14	02/07/14	OXEDINE, JULIE ANN	1,241.08	Y	CLEAR
168371029-PR	02/07/14	02/07/14	SHEPARD, SANDRA KAY	1,317.02	Y	CLEAR
168371030-PR	02/07/14	02/07/14	WOLF, BLANE AUSTIN	943.97	Y	CLEAR
168371031-PR	02/07/14	02/07/14	BAKER, GENEVA RAQUEL	1,029.24	Y	CLEAR
168371032-PR	02/07/14	02/07/14	HARTLEY, WANNAH L	1,182.71	Y	CLEAR
168371033-PR	02/07/14	02/07/14	DE ANDA, ERIC RUBEN	998.14	Y	CLEAR
168371034-PR	02/07/14	02/07/14	NEAL, RANDY M	1,192.87	Y	CLEAR
168371035-PR	02/07/14	02/07/14	STEVENS, BILLY JOE	1,302.96	Y	CLEAR
168371036-PR	02/07/14	02/07/14	WOLF, JAMES ROBERT	1,235.84	Y	CLEAR
168371037-PR	02/07/14	02/07/14	BREWER, CHARLES L	645.18	Y	CLEAR
168371038-PR	02/07/14	02/07/14	FLOWERS, RONNIE CLAUDE	856.94	Y	CLEAR

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168371039-PR	02/07/14	02/07/14	CHILDRESS, BARBARA DANIELLE	980.18	Y	CLEAR
168371040-PR	02/07/14	02/07/14	DE ANDA, ERIC RUBEN	214.76	Y	CLEAR
168371041-PR	02/07/14	02/07/14	PARKER, ROSA M.	532.41	Y	CLEAR
168371042-PR	02/07/14	02/07/14	SHIPLEY, DANA A	398.17	Y	CLEAR
168371043-PR	02/07/14	02/07/14	BLAGG, DONNA LINDSAY	364.32	Y	CLEAR
168371044-PR	02/07/14	02/07/14	WRIGHT, SHERYL LYNN	636.30	Y	CLEAR
168371045-PR	02/07/14	02/07/14	LECK, BONNIE S.	1,745.54	Y	CLEAR
168371046-PR	02/07/14	02/07/14	SIMPSON, VIDA D.	858.80	Y	CLEAR
168371047-PR	02/07/14	02/07/14	ALEXANDER, LADONNA L	884.43	Y	CLEAR
168371048-PR	02/07/14	02/07/14	ARMENDARIZ, JUAN DEDIOS	1,104.70	Y	CLEAR
168371049-PR	02/07/14	02/07/14	ARMENDARIZ, LERIDA	852.95	Y	CLEAR
168371050-PR	02/07/14	02/07/14	CASTILLO, OSCAR	1,157.02	Y	CLEAR
168371051-PR	02/07/14	02/07/14	EGGER, MONTY ZANE	866.11	Y	CLEAR
168371052-PR	02/07/14	02/07/14	GARRETT, CARL MICHAEL	1,007.50	N	CLEAR
168371053-PR	02/07/14	02/07/14	HATTAWAY, ELENA BERDOZA	646.14	Y	CLEAR
168371054-PR	02/07/14	02/07/14	HOGUE, AMBER MAY	921.51	Y	CLEAR
168371055-PR	02/07/14	02/07/14	JOHNSON, BRIAN JAMES	988.18	Y	CLEAR
168371056-PR	02/07/14	02/07/14	JOHNSON, CHERYL L.	617.76	Y	CLEAR
168371057-PR	02/07/14	02/07/14	MITCHELL, JAMES D	1,166.30	Y	CLEAR
168371058-PR	02/07/14	02/07/14	MITCHELL, SHERY LYNN	988.49	Y	CLEAR
168371059-PR	02/07/14	02/07/14	OLIVAS, CLAUDIA GALINDO	1,002.13	Y	CLEAR
168371060-PR	02/07/14	02/07/14	RIVAS, SILVIA Z	711.19	Y	CLEAR
168371061-PR	02/07/14	02/07/14	SPALDING, BRIAN A	790.02	Y	CLEAR
168371062-PR	02/07/14	02/07/14	STROUD, LEON EDWARD	1,142.60	Y	CLEAR
168371063-PR	02/07/14	02/07/14	HOLDER, PAULA JEANNE	691.46	Y	CLEAR
168371064-PR	02/07/14	02/07/14	KEMP, BRIANA VICTORIA	900.62	Y	CLEAR
168371065-PR	02/07/14	02/07/14	PEREZ, FELISHA ANN	920.97	Y	CLEAR
168371066-PR	02/07/14	02/07/14	SOLTERO, MINERVA ZAMARRON	1,009.86	Y	CLEAR
168371067-PR	02/07/14	02/07/14	EVEREST, EULONDA	1,231.52	Y	CLEAR
168371068-PR	02/07/14	02/07/14	SALINAS, CINDY REY	479.36	Y	CLEAR
168371069-PR	02/07/14	02/07/14	TRAMMELL, SHARON D	648.86	Y	CLEAR
168371070-PR	02/07/14	02/07/14	MIXON, GLENDA J.	360.25	Y	CLEAR
168371071-PR	02/07/14	02/07/14	CROW, RICHARD LEROY	148.34	Y	CLEAR
168371072-PR	02/07/14	02/07/14	WILSON, COY LEE	305.44	Y	CLEAR
168381000-PR	02/07/14	02/07/14	EVERETT, JAMES S	236.80	Y	CLEAR
				62,830.52		
168451000-PR	02/14/14	02/14/14	TREADWELL, RENEE SUZANNE	1,062.01	Y	CLEAR
168451001-PR	02/14/14	02/14/14	LALONDE, RODNEY L	300.12	Y	CLEAR
168451002-PR	02/14/14	02/14/14	CATES, SAMMIE ALTON JR.	491.39	Y	CLEAR
168451003-PR	02/14/14	02/14/14	LEAVITT, JOHN HARVEY	403.67	Y	CLEAR
168451004-PR	02/14/14	02/14/14	EVERETT, JAMES S	1,306.27	Y	CLEAR
168451005-PR	02/14/14	02/14/14	HOLLEY, TIFFANY ELIZABETH	312.74	Y	CLEAR
168451006-PR	02/14/14	02/14/14	SHEPARD, SANDRA KAY	1,115.98	Y	CLEAR
168451007-PR	02/14/14	02/14/14	WOLF, BLANE AUSTIN	222.40	Y	CLEAR
168451008-PR	02/14/14	02/14/14	SIMPSON, VIDA D.	344.67	Y	CLEAR

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168451009-PR	02/14/14	02/14/14	ARMENDARIZ, JUAN DEDIOS	1,191.99	Y	CLEAR
168451010-PR	02/14/14	02/14/14	EGGER, MONTY ZANE	605.90	Y	CLEAR
168451011-PR	02/14/14	02/14/14	GARRETT, CARL MICHAEL	392.43	N	CLEAR
168451012-PR	02/14/14	02/14/14	JOHNSON, CHERYL L.	345.95	Y	CLEAR
168451013-PR	02/14/14	02/14/14	MITCHELL, JAMES D	400.23	Y	CLEAR
168451014-PR	02/14/14	02/14/14	SPAULDING, BRIAN A	313.82	Y	CLEAR
				8,829.57		
168511000-PR	02/21/14	02/21/14	LALONDE, SHEILA GAILE	984.44	Y	CLEAR
168511001-PR	02/21/14	02/21/14	BARRON, BRENDA L	1,071.19	Y	CLEAR
168511002-PR	02/21/14	02/21/14	TREADWELL, RENEE SUZANNE	1,225.69	Y	CLEAR
168511003-PR	02/21/14	02/21/14	WILLIAMS, RHONDA REJEAN	1,505.15	Y	CLEAR
168511004-PR	02/21/14	02/21/14	ARMENDARIZ, ELVIA G.	323.56	Y	CLEAR
168511005-PR	02/21/14	02/21/14	GUZMAN, DOMINGO JR.	1,009.09	Y	CLEAR
168511006-PR	02/21/14	02/21/14	KEMP, TEVIN SCOTT	872.99	Y	CLEAR
168511007-PR	02/21/14	02/21/14	LALONDE, RODNEY L	1,041.36	Y	CLEAR
168511008-PR	02/21/14	02/21/14	HARDWAY, MICHAEL DEAN	847.81	Y	CLEAR
168511009-PR	02/21/14	02/21/14	CATES, SAMMIE ALTON JR.	1,013.19	Y	CLEAR
168511010-PR	02/21/14	02/21/14	JEROME, ALLEN RAY	914.82	Y	CLEAR
168511011-PR	02/21/14	02/21/14	LEAVITT, JOHN HARVEY	1,228.04	Y	CLEAR
168511012-PR	02/21/14	02/21/14	HAMMOND, SUSAN MARIE	928.89	Y	CLEAR
168511013-PR	02/21/14	02/21/14	SHROPSHIRE, LAURIE BETH	1,227.02	Y	CLEAR
168511014-PR	02/21/14	02/21/14	KLINE, KATY P.	736.49	Y	CLEAR
168511015-PR	02/21/14	02/21/14	DE ANDA, ERIC RUBEN	758.63	Y	CLEAR
168511016-PR	02/21/14	02/21/14	CHILDRESS, BARBARA DANIELLE	159.78	Y	CLEAR
168511017-PR	02/21/14	02/21/14	SHIPLEY, DANA A	526.81	Y	CLEAR
168511018-PR	02/21/14	02/21/14	HOLGUIN, DOROTHY A	450.50	Y	CLEAR
168511019-PR	02/21/14	02/21/14	LUTJAN, JO H	1,132.14	Y	CLEAR
168511020-PR	02/21/14	02/21/14	MARQUEZ, ERIKA KRISTI	636.09	Y	CLEAR
168511021-PR	02/21/14	02/21/14	ROGERS, JERRY NEIL	89.37	Y	CLEAR
168511022-PR	02/21/14	02/21/14	WOLF, CHARLES M.	834.82	Y	CLEAR
168511023-PR	02/21/14	02/21/14	ANCHONDO, JOE BRIAN	1,368.75	Y	CLEAR
168511024-PR	02/21/14	02/21/14	DOMINGUEZ, EDUARDO C.	1,975.71	Y	CLEAR
168511025-PR	02/21/14	02/21/14	EVERETT, JAMES S	2,961.18	Y	CLEAR
168511026-PR	02/21/14	02/21/14	HOLLEY, TIFFANY ELIZABETH	1,493.58	Y	CLEAR
168511027-PR	02/21/14	02/21/14	OXEDINE, JULIE ANN	1,848.76	Y	CLEAR
168511028-PR	02/21/14	02/21/14	SHEPARD, SANDRA KAY	2,003.84	Y	CLEAR
168511029-PR	02/21/14	02/21/14	WOLF, BLANE AUSTIN	1,748.22	Y	CLEAR
168511030-PR	02/21/14	02/21/14	BAKER, GENEVA RAQUEL	1,000.60	Y	CLEAR
168511031-PR	02/21/14	02/21/14	HARTLEY, WANNAH L	1,331.49	Y	CLEAR
168511032-PR	02/21/14	02/21/14	DE ANDA, ERIC RUBEN	1,012.42	Y	CLEAR
168511033-PR	02/21/14	02/21/14	NEAL, RANDY M	1,452.63	Y	CLEAR
168511034-PR	02/21/14	02/21/14	STEVENS, BILLY JOE	1,374.56	Y	CLEAR
168511035-PR	02/21/14	02/21/14	WOLF, JAMES ROBERT	1,460.44	Y	CLEAR
168511036-PR	02/21/14	02/21/14	BREWER, CHARLES L	890.30	Y	CLEAR
168511037-PR	02/21/14	02/21/14	FLOWERS, RONNIE CLAUDE	1,014.02	Y	CLEAR

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168511038-PR	02/21/14	02/21/14	CHILDRESS, BARBARA DANIELLE	998.42	Y	CLEAR
168511039-PR	02/21/14	02/21/14	DE ANDA, ERIC RUBEN	214.76	Y	CLEAR
168511040-PR	02/21/14	02/21/14	PARKER, ROSA M.	602.85	Y	CLEAR
168511041-PR	02/21/14	02/21/14	SHIPLEY, DANA A	444.89	Y	CLEAR
168511042-PR	02/21/14	02/21/14	BLAGG, DONNA LINDSAY	588.77	Y	CLEAR
168511043-PR	02/21/14	02/21/14	WRIGHT, SHERYL LYNN	884.75	Y	CLEAR
168511044-PR	02/21/14	02/21/14	LECK, BONNIE S.	2,175.84	Y	CLEAR
168511045-PR	02/21/14	02/21/14	SIMPSON, VIDA D.	989.01	Y	CLEAR
168511046-PR	02/21/14	02/21/14	ALEXANDER, LADONNA L	959.67	Y	CLEAR
168511047-PR	02/21/14	02/21/14	ARMENDARIZ, JUAN DEDIOS	1,385.05	Y	CLEAR
168511048-PR	02/21/14	02/21/14	ARMENDARIZ, LERIDA	804.80	Y	CLEAR
168511049-PR	02/21/14	02/21/14	CASTILLO, OSCAR	1,057.62	Y	CLEAR
168511050-PR	02/21/14	02/21/14	EGGER, MONTY ZANE	1,113.79	Y	CLEAR
168511051-PR	02/21/14	02/21/14	GARRETT, CARL MICHAEL	1,120.76	N	CLEAR
168511052-PR	02/21/14	02/21/14	HATTAWAY, ELENA BERDOZA	661.34	Y	CLEAR
168511053-PR	02/21/14	02/21/14	HOGUE, AMBER MAY	1,088.31	Y	CLEAR
168511054-PR	02/21/14	02/21/14	JOHNSON, BRIAN JAMES	1,002.46	Y	CLEAR
168511055-PR	02/21/14	02/21/14	JOHNSON, CHERYL L.	769.96	Y	CLEAR
168511056-PR	02/21/14	02/21/14	MITCHELL, JAMES D	1,307.11	Y	CLEAR
168511057-PR	02/21/14	02/21/14	MITCHELL, SHERRY LYNN	1,016.29	Y	CLEAR
168511058-PR	02/21/14	02/21/14	OLIVAS, CLAUDIA GALINDO	1,010.97	Y	CLEAR
168511059-PR	02/21/14	02/21/14	RIVAS, SILVIA Z	827.22	Y	CLEAR
168511060-PR	02/21/14	02/21/14	SPALDING, BRIAN A	995.12	Y	CLEAR
168511061-PR	02/21/14	02/21/14	STROUD, LEON EDWARD	1,515.59	Y	CLEAR
168511062-PR	02/21/14	02/21/14	HOLDER, PAULA JEANNE	960.59	Y	CLEAR
168511063-PR	02/21/14	02/21/14	KEMP, BRIANA VICTORIA	727.83	Y	CLEAR
168511064-PR	02/21/14	02/21/14	PEREZ, FELISHA ANN	931.61	Y	CLEAR
168511065-PR	02/21/14	02/21/14	SOLTERO, MINERVA ZAMARRON	1,449.05	Y	CLEAR
168511066-PR	02/21/14	02/21/14	EVEREST, EULONDA	1,337.29	Y	CLEAR
168511067-PR	02/21/14	02/21/14	SALINAS, CINDY REY	479.36	Y	CLEAR
168511068-PR	02/21/14	02/21/14	TRAMMELL, SHARON D	940.67	Y	CLEAR
168511069-PR	02/21/14	02/21/14	NIXON, GLENDA J.	703.47	Y	CLEAR
168511070-PR	02/21/14	02/21/14	CROW, RICHARD LEROY	275.65	Y	CLEAR
168511071-PR	02/21/14	02/21/14	WILSON, COY LEE	380.47	Y	CLEAR
				74,175.71		
				223,004.36		

254 records listed.

Winkler County
11 May 2014

ACCOUNTS PAYABLE SYSTEM

02:27:49pm

THE SOFTWARE GROUP, INC.

ALL Checking Accounts
Disbursements Made from 02/01/14 thru 02/28/14

PAGE 1

Check #.....	AC	Check Date	Vendor.....	Check Amount,
75536-AP		02/03/14	AT&T	\$70.00
75537-AP		02/03/14	POSTMASTER	\$24.00
75538-AP		02/03/14	TEXAS GAS SVC	\$1,032.00
75539-AP		02/07/14	DEARBORN NATIONAL LIFE INS CO	\$1,318.52
75540-AP		02/07/14	GLENDA MIXON	\$80.00
75541-AP		02/07/14	SECURITY BENEFIT GROUP	\$1,234.13
75542-AP		02/07/14	GLENDA MIXON	\$60.00
75543-AP		02/07/14	AMERICAN FAMILY LIFE ASSURANCE	\$2,421.91
75544-AP		02/07/14	WESTEX COMMUNITY CREDIT UNION	\$4,667.00
75545-AP		02/07/14	CONSECO SENIOR HEALTH INS	\$56.10
75546-AP		02/07/14	SOLTERO, MINERVA TAX ASSESSOR-	\$75.00
75547-AP		02/07/14	AMERICAN GENERAL LIFE & ACCIDE	\$24.23
75548-AP		02/07/14	AFL CRITICAL ILLNESS	\$1,010.84
75549-AP		02/07/14	SECURITY BENEFIT	\$175.00
75550-AP		02/05/14	AQUINO, LISAYRA	\$300.00
75551-AP		02/05/14	RAMOS, SHELLEY	\$300.00
75552-AP		02/05/14	WTU RETAIL ENERGY	\$513.89
75553-AP		02/10/14	AAT COMM/SBA STEEL INC	\$188.00
75554-AP		02/10/14	ADLERHORST INTERNATIONAL INC	\$9,600.00
75555-AP		02/10/14	AFFILIATED FOODS INC	\$5,879.32
75556-AP		02/10/14	AFTER HOURS LAWN EQUIP	\$67.80
75557-AP		02/10/14	ALCO STORE #185	\$216.41
75558-AP		02/10/14	APROTEX CORP	\$30.00
75559-AP		02/10/14	B-LINE FILTER & SUPPLY INC	\$333.66
75560-AP		02/10/14	BAKER & TAYLOR BOOKS	\$252.87
75561-AP		02/10/14	BEN E KEITH CO	\$287.00
75562-AP		02/10/14	BOSWORTH CO INC	\$3,200.00
75563-AP		02/10/14	BUILDERS SUPPLY	\$1,345.33
75564-AP		02/10/14	CISCO EQUIPMENT	\$282.38
75565-AP		02/10/14	CITY OF KERMIT	\$1,398.68
75566-AP		02/10/14	COHORN, RON L PHD	\$250.00
75567-AP		02/10/14	COOPER, CHARLES E	\$700.00
75568-AP		02/10/14	DARLEY & CO	\$1,662.77
75569-AP		02/10/14	DELCOM INC	\$380.00
75570-AP		02/10/14	DEMCO	\$70.45
75571-AP		02/10/14	DIAMOND A RANCH INC	\$5,180.00
75572-AP-VOID		02/10/14	DUCKWORTH, THOMAS JR ATT AT LA	
75573-AP		02/10/14	GARRETT, LUKE NATHANIAL	\$500.00
75574-AP		02/10/14	GREENE, M MICHELE	\$2,867.82
75575-AP		02/10/14	HOLGUIN, DOROTHY	\$2,192.50
75576-AP		02/10/14	HUSKY MECHANICAL LLC	\$100.00
75577-AP		02/10/14	INTERMEDIY TECH INC	\$8,029.72
75578-AP		02/10/14	JOHN DEERE FINANCIAL	\$5,651.66
75579-AP		02/10/14	JPCA OF TEXAS INC	\$60.00
75580-AP		02/10/14	KEELY, GEORGE	\$300.00
75581-AP		02/10/14	KERMIT ELECTRIC INC	\$370.00
75582-AP		02/10/14	KIND OIL OF TEXAS	\$135.99
75583-AP		02/10/14	KNOX WASTE SVC	\$365.52
75584-AP		02/10/14	LEAHEY, ROBERT EDWARD	\$450.00
75585-AP		02/10/14	LESLIE'S POOL SUPPLIES	\$1,126.59
75586-AP		02/10/14	LUJAN, JOANN	\$75.38

Winkler County	ACCOUNTS PAYABLE SYSTEM	11 Mar 2014
	ALL Checking Accounts	
THE SOFTWARE GROUP, INC.	Disbursements Made from 02/01/14 thru 02/28/14	PAGE 2

Check #.....	HC	Check Date	Vendor.....	Check Amount.
75587-AP		02/10/14	M'S INVENTION CO	\$182.95
75588-AP		02/10/14	MAC'S MOBILITY	\$416.00
75589-AP		02/10/14	MATHESON TRI-GAS INC	\$186.37
75590-AP		02/10/14	MED-TECH RESOURCE INC	\$331.81
75591-AP		02/10/14	MEMORIAL HOSPITAL	\$125,409.40
75592-AP		02/10/14	MONROE SYSTEMS FOR BUSINESS IN	\$86.41
75593-AP		02/10/14	MORGAN, PIPER M FISHER	\$400.00
75594-AP		02/10/14	NAPA AUTO PARTS	\$55.05
75595-AP		02/10/14	OUT WEST VETERINARY SERVICES	\$124.63
75596-AP		02/10/14	P&P FLOORING	\$928.78
75597-AP		02/10/14	PERDUE, BRANDON, FIELDER, COLLINS	\$150.00
75598-AP		02/10/14	PERMIAN BASIN AMBULANCE INC	\$577.50
75599-AP		02/10/14	PHILLIPS, JERRY L AGENT	\$50.00
75600-AP		02/10/14	PRIORITY PUMP	\$46.76
75601-AP		02/10/14	PUBLIC SAFETY CENTER INC	\$502.44
75602-AP		02/10/14	RAY ALLEN MANUFACTURING CO INC	\$241.93
75603-AP		02/10/14	REED, SMETHELIA	\$251.55
75604-AP		02/10/14	SAFE PLACE	\$300.00
75605-AP		02/10/14	SHAMROCK STEEL SALES INC	\$42.36
75606-AP		02/10/14	SHARE CORP	\$209.67
75607-AP		02/10/14	SHERIFF'S ASSN OF TEXAS	\$200.00
75608-AP		02/10/14	SLICK'S AUTO SUPPLY & HOWE INC	\$1,063.34
75609-AP		02/10/14	SOUTH PLAINS FORENSIC PATHOLOG	\$2,000.00
75610-AP		02/10/14	STANDARD STRUCTURES INC	\$131.13
75611-AP		02/10/14	STATE FARM INSURANCE	\$2,330.00
75612-AP		02/10/14	STROUD, LEON	\$145.40
75613-AP		02/10/14	STRYKER SALES CORP (H)	\$1,528.20
75614-AP		02/10/14	SURPLUS TWO WAY RADIOS LLC	\$265.65
75615-AP		02/10/14	SUTTON PUMP & SUPPLY	\$9.24
75616-AP		02/10/14	SYSTECH	\$860.00
75617-AP		02/10/14	TAC	\$180.00
75618-AP		02/10/14	TAC/CIRA	\$1,050.00
75619-AP		02/10/14	TALIAFERRO, STEPHEN	\$450.00
75620-AP		02/10/14	TERRY, MARK	\$441.68
75621-AP		02/10/14	TEX TRAIL	\$29.59
75622-AP		02/10/14	TEXAS ASSN COUNTY AUDITORS	\$45.00
75623-AP		02/10/14	TEXAS PECOS TRAIL REGION	\$100.00
75624-AP		02/10/14	TEXAS PUBLIC PURCHASING	\$75.00
75625-AP		02/10/14	TEXAS STATE DIRECTORY	\$47.45
75626-AP		02/10/14	THREE STAR SIGNS & APPAREL	\$129.60
75627-AP		02/10/14	TYLER TECHNOLOGIES, INC	\$2,537.36
75628-AP		02/10/14	UNIVERSITY OF TEXAS SCHOOL OF	\$440.00
75629-AP--VOID		02/10/14	VALDEZ, IMELDA	
75630-AP		02/10/14	WAGNER SUPPLY COMPANY	\$2,199.98
75631-AP		02/10/14	WEST PUBLISHING CORP	\$3,076.59
75632-AP		02/10/14	WESTEX COMMUNITY CREDIT UNION	\$2,140.00
75633-AP		02/10/14	WILLIAMS, STEVE	\$304.18
75634-AP		02/10/14	WINKLER COUNTY EMPLOYEE	\$154,072.50
75635-AP		02/10/14	WINKLER COUNTY NEWS	\$284.50
75636-AP		02/10/14	WORLD DATA CORPORATION	\$300.00
75637-AP		02/10/14	WTG FUELS INC	\$8,065.04
75638-AP		02/07/14	HARTLEY, WANNAH L	\$161.00

04-28-2014

Winlock County	ACCOUNTS PAYABLE SYSTEM	11 Mar 2014
	ALL Checking Accounts	
THE SOFTWARE GROUP, INC.	Disbursements Made from 02/01/14 thru 02/28/14	PAGE 4

Check #.....	HC	Check Date	Vendor.....	Check Amount.
75691-AP		02/24/14	ELECTION SYSTEMS & SOFTWARE	\$1,442.66
75692-AP		02/24/14	EWING IRRIGATION PRODUCTS INC	\$99.12
75693-AP		02/24/14	FAMILY POWERSPORTS ODESSA	\$749.98
75694-AP		02/24/14	GALE	\$466.36
75695-AP		02/24/14	GALLS INC	\$1,343.56
75696-AP		02/24/14	GAYLORD ARCS INC	\$198.55
75697-AP		02/24/14	SCR ODESSA TRUCK TIRE CENTER	\$1,137.40
75698-AP		02/24/14	GIBSON, JAY	\$51.98
75699-AP		02/24/14	GUTHRIE, DEBRA D	\$705.28
75700-AP		02/24/14	HEALTHSCOPE BENEFITS	\$1,944.17
75701-AP		02/24/14	HENSON, GARY	\$116.00
75702-AP		02/24/14	HUSKY MECHANICAL LLC	\$278.13
75703-AP		02/24/14	J & B TRAILERS & EQUIPMENT INC	\$419.54
75704-AP		02/24/14	JACKSONCO SUPPLY	\$48.75
75705-AP		02/24/14	KENT TIRE COMPANY	\$45.00
75706-AP		02/24/14	KERMIT MOTOR COMPANY INC	\$129.02
75707-AP		02/24/14	KERMIT PHARMACY	\$133.57
75708-AP		02/24/14	KEYSTONE PUMP & SUPPLY	\$403.91
75709-AP		02/24/14	KINO OIL OF TEXAS	\$1,050.00
75710-AP		02/24/14	KOFIE SOLUTIONS	\$670.80
75711-AP		02/24/14	LINEBARGER GOGGAN BLAIR & SAMP	\$2,231.12
75712-AP		02/24/14	LOWE'S MARKETPLACE	\$1,209.98
75713-AP		02/24/14	M & M TRUCK CENTER INC	\$5.58
75714-AP		02/24/14	MAYFIELD PAPER COMPANY	\$1,343.66
75715-AP		02/24/14	MED-TECH RESOURCE INC	\$346.45
75716-AP		02/24/14	MEMORIAL HOSPITAL	\$10,635.58
75717-AP		02/24/14	MICROMARKETING LLC	\$280.04
75718-AP		02/24/14	MONAHAN'S ACE HARDWARE	\$1,324.66
75719-AP		02/24/14	NAPA AUTO PARTS	\$393.06
75720-AP		02/24/14	NEAL, RANDY	\$300.00
75721-AP		02/24/14	OFFICE DEPOT INC	\$3,627.54
75722-AP		02/24/14	PACIFIC TELEMANAGEMENT SVCS	\$100.00
75723-AP		02/24/14	PENWORTHY	\$153.56
75724-AP		02/24/14	PETRO COMMUNICATIONS INC	\$826.50
75725-AP		02/24/14	PHYSIOCONTROL INC	\$304.00
75726-AP		02/24/14	PLUMBMASTER INC	\$43.79
75727-AP		02/24/14	PROSOURCE SPECIALTIES LLC	\$140.50
75728-AP		02/24/14	QUILL CORPORATION	\$96.49
75729-AP		02/24/14	READERS DIGEST	\$22.98
75730-AP		02/24/14	REDWOOD BIOTECH RED!TESTS	\$184.89
75731-AP		02/24/14	ROBERTSON'S GROCERY	\$23.08
75732-AP		02/24/14	SEAL TIRE SALES & SERVICE	\$4,568.00
75733-AP		02/24/14	SHOW ME BOOKS, INC	\$132.00
75734-AP		02/24/14	SIMPSON, VIDA	\$35.00
75735-AP		02/24/14	SOLTERO, MINERVA	\$99.52
75736-AP		02/24/14	SOUTH PLAINS FORENSIC PATHOLOG	\$2,000.00
75737-AP		02/24/14	SOUTHWEST SECURITY ALARMS	\$160.00
75738-AP		02/24/14	SPEED, MIKE	\$1,624.61
75739-AP		02/24/14	STEVENS, BILLY J	\$362.16
75740-AP		02/24/14	SUDDEN LINK	\$30.50
75741-AP		02/24/14	TAC	\$685.00
75742-AP		02/24/14	TERRY, SHERRY, DIST CLERK	\$256.79

THE SOFTWARE GROUP, INC.

Check #.....	HC	Check Date	Vendor.....	Check Amount.
75743-AP		02/24/14	TEXAS DEPT OF PUBLIC SAFETY	\$584.00
75744-AP		02/24/14	THOMPSON, BILLY RAY	\$393.12
75745-AP		02/24/14	TOTAL OFFICE SOLUTION OF WEST	\$553.00
75746-AP		02/24/14	TWO PRO MGMT LLC	\$500.00
75747-AP		02/24/14	TYLER TECHNOLOGIES, INC	\$4,077.00
75748-AP		02/24/14	VASQUEZ, IMELDA	\$75.00
75749-AP		02/24/14	WAGNER SUPPLY COMPANY	\$146.24
75750-AP		02/24/14	WARREN CAT WEST TEXAS EQUIPMEN	\$63,563.87
75751-AP		02/24/14	WEST PUBLISHING CORP	\$1,130.59
75752-AP		02/24/14	WEST TEXAS MWMR	\$500.00
75753-AP		02/24/14	WILLIAMS, STEVE	\$313.90
75754-AP		02/24/14	WINKLER COUNTY NEWS	\$766.50
75755-AP		02/24/14	WOLF, ROBBIE	\$300.00
75756-AP		02/24/14	WTG FUELS INC	\$10,015.93
75757-AP		02/24/14	YELLOWHOUSE MACHINERY CO	\$1,712.43
75758-AP		02/20/14	TEXAS JUVENILE JUSTICE DEPT	\$1,132.00
75760-AP		02/24/14	AT&T	\$40.23
75761-AP		02/24/14	DEPARTMENT INFORMATION RESOURC	\$30.99
75762-AP		02/25/14	HARTLEY, WANNAH L	\$50.00
75763-AP		02/25/14	MUNEZ, BRENDA	\$350.00
75764-AP		02/25/14	ORYX OILFIELD SVCS LLC	\$1,000.00
75765-AP		02/25/14	REYES, ISABEL	\$300.00
75766-AP		02/25/14	WESTEX COMMUNITY CREDIT UNION	\$400.00
75767-AP		02/25/14	WTU RETAIL ENERGY	\$233.73
75769-AP		02/25/14	TEXAS COUNTY & DISTRICT RETIRE	\$106,400.64
75770-AP		02/26/14	BEST BUY BUSINESS ADVANTAGE AC	\$749.99
75771-AP		02/26/14	OFFICE DEPOT CARD PLAN	\$15.99
75772-AP		02/26/14	STAPLES CREDIT PLAN	\$136.76
75773-AP		02/26/14	SUDDEN LINK	\$86.98
75774-AP		02/26/14	TXU ENERGY	\$18.10
75775-AP		02/26/14	WINN, JAMIE C	\$300.00
75776-AP		02/26/14	WEST TEXAS GAS INC	\$5,613.43
75777-AP		02/27/14	TEXAS GAS SVC	\$1,519.57
Total for AP - ACCOUNTS PAYABLE				\$908,205.75
				=====
				\$908,205.75

240 records listed.

Winkler County	ADDENDUMS PAYABLE SYSTEM	11 Mar 2014
THE SOFTWARE GROUP, INC.	ALL Checking Accounts	
	Disbursements Made from 02/01/14 thru 02/28/14	PAGE 2

Check #.....	HC	Check Date	Vendor.....	Check Amount
75743-AP		02/24/14	TEXAS DEPT OF PUBLIC SAFETY	\$554.00
75744-AP		02/24/14	THOMPSON, BILLY RAY	\$393.12
75745-AP		02/24/14	TOTM OFFICE SOLUTION OF WEST	\$552.00
75746-AP		02/24/14	TWO PRO MGMT LLC	\$580.00
75747-AP		02/24/14	TYLER TECHNOLOGIES, INC	\$4,077.00
75748-AP		02/24/14	VASQUEZ, IMELDA	\$75.00
75749-AP		02/24/14	WARNER SUPPLY COMPANY	\$145.00
75750-AP		02/24/14	WARREN DATACOST TEXAS EQUIPMEN	\$50,553.57
75751-AP		02/24/14	WEST PUBLISHING CORP	\$1,130.59
75752-AP		02/24/14	WEST TEXAS M&M	\$300.00
75753-AP		02/24/14	WILLIAMS, STEVE	\$102.00
75754-AP		02/24/14	WINKLER COUNTY NEWS	\$150.00
75755-AP		02/24/14	WOLF, ROBBIE	\$300.00
75756-AP		02/24/14	WTS FUELS INC	\$10,050.50
75757-AP		02/24/14	YELLOWHOUSE MACHINERY CO	\$1,712.40
75758-AP		02/20/14	TEXAS JUVENILE JUSTICE DEPT	\$1,130.00
75759-AP		02/24/14	AT&T	\$40.00
75761-AP		02/24/14	DEPARTMENT INFORMATION RESOURC	\$20.00
75762-AP		02/25/14	HARTLEY, WANNNA L	\$50.00
75763-AP		02/25/14	NUÑEZ, BRENDA	\$300.00
75764-AP		02/25/14	ORVX OILFIELD SVCS LLC	\$1,000.00
75765-AP		02/25/14	REYES, ISABEL	\$300.00
75766-AP		02/25/14	WESTEX COMMUNITY CREDIT UNION	\$400.00
75767-AP		02/25/14	WTV RETAIL ENERGY	\$233.73
75768-AP		02/25/14	TEXAS COUNTY & DISTRICT RETIRE	\$106,480.64
75769-AP		02/26/14	BEST BUY BUSINESS ADVANTAGE AC	\$740.99
75770-AP		02/26/14	OFFICE DEPOT CARD PLAN	\$15.00
75773-AP		02/26/14	STAPLES CREDIT PLAN	\$136.75
75772-AP		02/26/14	BUDDEN LINK	\$66.00
75774-AP		02/26/14	TXU ENERGY	\$16.10
75775-AP		02/26/14	WINN, JANIE O	\$300.00
75776-AP		02/26/14	WEST TEXAS GAS INC	\$5,610.40
75777-AP		02/27/14	TEXAS GAS SVC	\$1,319.57
Total for AP - ACCOUNTS PAYABLE				\$55,405.12
				\$55,405.12

END records listed.

WINKLER COUNTY HOSPITAL BOND INTEREST

FEBRUARY TRANSACTIONS		CURRENT	DELINQUENT	
2/6/2014	\$ 5.00			\$540,313.97
2/6/2014 46797-46798		\$ 103,595.73	\$ 87.40	\$643,997.10
2/10/2014	\$ 611,221.88			\$32,775.22
2/12/2012 46875-46876		\$ 209,419.18	\$ 580.98	\$242,775.38
	\$ 611,226.88	\$ 313,014.91	\$ 668.38	

WINKLER COUNTY EMPLOYEE BENEFIT FUND

FEB BANK TRANSACTIONS		DENTAL	MEDICAL	STOP LOSS	DEPOSITS	BALANCE
DATE	CHECK NUMBERS					
2/3/2014	BCBS 1/1-1/31/14		\$ 37,412.41			\$ 662,303.64
2/3/2014	BCBS 1/25-1/31/14		\$ 25,105.28			\$ 637,198.36
2/6/2014	8000-8001	\$ 387.00				\$ 636,811.36
2/6/2014	REFUND V SIMPSON	\$ (176.00)				\$ 636,987.36
2/6/2014	7966-VD	\$ (208.00)				\$ 637,195.36
2/11/2014					\$ 154,072.50	\$ 791,267.86
2/12/2014	BCBS 2/1-2/7/14		\$ 21,332.49			\$ 769,935.37
2/13/2014	8002-8006	\$ 983.00				\$ 768,952.37
2/14/2014	BCBS 2/8-2/14/14		\$ 18,962.62			\$ 749,989.75
2/20/2014	8007-8008	\$ 899.00				\$ 749,090.75
2/21/2014	BCBS 2/15-2/21/14		\$ 30,268.73			\$ 718,822.02
2/27/2014	8009-8011	\$ 477.00				\$ 718,345.02
		\$ 2,362.00	\$ 133,081.53	\$ -	\$ 154,072.50	

FEBRUARY BANK TRANSACTION									
DATE	CHECK	PAYROLL	ACCOUNTS	MASTERCARD	COUNTY	WIRE	DEPOSITS	BALANCE	
DEPOSIT	NUMBER		PAYABLE	EXPENSE	SUPPORT	TRANSFERS			
2/3/2014						\$ 36,370.57	\$ 3,991.94	\$ 605,458.28	
2/3/2014						\$ 11,961.13		\$ 641,828.85	
2/3/2014						\$ 1,945.38		\$ 653,789.98	
2/3/2014						\$ 1,403.05		\$ 655,735.36	
2/3/2014						\$ 892.46		\$ 657,138.41	
2/3/2014						\$ 442.79		\$ 658,030.87	
2/3/2014						\$ 102.41		\$ 658,473.66	
2/3/2014						\$ 59.23		\$ 658,576.07	
2/7/2014						\$ 8,897.08		\$ 658,635.30	
2/4/2014						\$ 1,244.77		\$ 667,532.38	
2/4/2014						\$ 924.17		\$ 668,777.15	
2/4/2014						\$ 336.48		\$ 669,701.32	
2/4/2014						\$ 309.40		\$ 670,037.80	
2/4/2014						\$ 200.00		\$ 670,347.20	
2/4/2014						\$ 75.00		\$ 670,547.20	
2/4/2014						\$ 28.26		\$ 670,622.20	
2/4/2014 57496-V/D								\$ 670,650.46	
2/4/2014 57494-57501		\$ 7,435.59						\$ 663,214.87	
2/4/2014								\$ 663,214.87	
2/5/2014						\$ 2,466.72	\$ 6,217.21	\$ 669,432.08	
2/5/2014						\$ 907.46		\$ 671,898.80	
2/5/2014						\$ 683.69		\$ 672,806.26	
2/5/2014						\$ 476.77		\$ 673,489.95	
2/5/2014						\$ 47.09		\$ 673,966.72	
2/5/2014				\$ 12.66			\$ 5,507.65	\$ 674,001.15	
2/6/2014							\$ 0.80	\$ 679,508.80	
2/6/2014						\$ 5,092.95		\$ 679,509.60	
2/6/2014						\$ 1,570.27		\$ 684,602.55	
2/6/2014						\$ 1,472.64		\$ 686,172.82	
2/6/2014						\$ 1,129.25		\$ 687,645.46	
2/6/2014						\$ 887.51		\$ 688,774.71	
2/6/2014						\$ 435.14		\$ 689,662.22	
2/6/2014						\$ 421.99		\$ 690,097.36	
2/6/2014						\$ 325.40		\$ 690,519.35	
2/6/2014						\$ 66.25		\$ 690,844.75	
2/7/2014								\$ 690,911.00	
2/7/2014 57552-57559			\$ 9,564.21					\$ 681,346.79	
2/10/2014 57502-57551			\$ 386,585.57					\$ 294,761.22	
2/7/2014 25452-25457		\$ 73,630.29						\$ 221,130.93	
2/7/2014							\$ 937.35	\$ 222,068.28	
2/7/2014							\$ 17.85	\$ 222,086.13	
2/7/2014						\$ 1,338.48		\$ 223,424.61	
2/7/2014						\$ 1,187.76		\$ 224,612.37	
2/7/2014						\$ 679.91		\$ 225,292.28	
2/7/2014						\$ 576.89		\$ 225,869.17	
2/7/2014						\$ 493.47		\$ 226,362.64	
2/7/2014						\$ 56.80		\$ 226,419.44	

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Income Totals:		
1	REGULAR PAY	121,460.56
16	CELL PHONE	150.00
17	ON CALL PAY	1,137.25
18	LONGEVITY PAY	4,940.00
1ERDLV	ER DAY SHIFT LVN'S	5,320.67
1ERDRN	ER DAY SHIFT RN'S	9,195.72
1ERNLV	ER NIGHT SHIFT LVN'S	5,050.55
1ERNRN	ER NIGHT SHIFT RN'S	8,491.42
1LAB	LABORATORY TECH WEEKEND	750.00
1RAD	RADIOLOGY TECH WEEKEND	2,250.00
2	OVERTIME	18,712.36
4	SALARY	27,207.27
5	PTO	7,248.62
6	SICK	3,545.91
7	HOLIDAY	8,175.50
8	BEREAVEMENT	591.84
9	WORKSHOP	667.26
Total:		224,894.93

Deduction Totals:		
1	TCDRS	15,742.67
10	AFL N/T	1,504.22
11	WCCU	10,050.00
13	ADDED VALERIUM TAX	120.00
14	NATIONAL FAMILY CA	12.00
15	VOLUNTARY LIFE	412.94
18	457 PLAN	1,770.00
2	HEALTH N/T	3,490.00
22	AFL CI TAX	648.02
23	ROTH	20.00
3	HEALTH TAX	795.00
4	DENTAL N/T	975.00
5	DENTAL TAX	160.00
6	FLEX MED	100.00
7	AR HOSPITAL	473.75
9	AFL - TAX	944.53
FEDTAX	FEDERAL WITHHOLDING	25,268.25
FICA	EMPLOYEE FICA	13,567.21
MEDICR	EMPLOYEE MEDICARE	3,172.97
Total:		79,226.56

Obligation Totals:		
FICA	EMPLOYER FICA	13,567.21
MEDICR	EMPLOYER MEDICARE	3,172.97
SUTA	STATE UNEMPLOYMENT	157.43
WCGEN	WORKERS COMPENSATION GENERAL	145.13
WCNON	WORKERS COMPENSATION NON-PROF	5,465.49
Total:		22,508.23

Checks on account: 10000000 - CASH ON HAND

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0	5416	02/07/2014	ALARCON, DESTINY R	1,215.34
1	5441	02/07/2014	BOREN, DEVAN A	1,571.22
10	5396	02/07/2014	SALINAS, CHRISTIAN J	703.21
11	5383	02/07/2014	SALINAS, TONI	821.18
12	5409	02/07/2014	VALERIO, PEGGY R	1,471.37
13	5398	02/07/2014	AMOROSO, VINCENT MICHAEL	1,619.60
14	5400	02/07/2014	PIERCE, MALLARY BETH	1,560.36
15	5423	02/07/2014	ARNOLD, SHEILA GAY	1,400.82
16	5431	02/07/2014	BLACKBURN, SHANNA SHEA	385.44
17	5397	02/07/2014	DENNY, HOLLY D.	1,601.19
18	5380	02/07/2014	DUTTON, LINDA	963.82
19	5412	02/07/2014	HERRERA, SHARLA JAN	884.10
2	5417	02/07/2014	BROWN, CHARLOTTE L.	859.62
20	5444	02/07/2014	RATLIFF, SARINA M	1,147.16
21	5439	02/07/2014	ALAAN, JUN JUN FROUCAN R	1,300.35
22	5414	02/07/2014	DE LA TORRE, ELINORE JUNE	1,408.43
2211401	5558	02/21/2014	ALARCON, DESTINY R	1,082.88
2211402	5583	02/21/2014	BOREN, DEVAN A	1,448.04
2211403	5559	02/21/2014	BROWN, CHARLOTTE L.	889.02
2211404	5550	02/21/2014	CARTER, KERRIA DEAN	1,657.27
2211405	5578	02/21/2014	DEATON, CINDY G	1,632.21
2211406	5585	02/21/2014	GREEN, JIM BOB	1,202.42
2211407	5590	02/21/2014	JENNINGS, DANIEL R	1,445.96
2211408	5576	02/21/2014	MARTZ, ASHLY LYNN	1,501.28
2211409	5562	02/21/2014	PAEHL, DONNA M.	1,404.10
2211410	5547	02/21/2014	PEREZ, CHRISTINA J.	616.78
2211411	5540	02/21/2014	SALINAS, CHRISTIAN J	709.44
2211412	5528	02/21/2014	SALINAS, TONI	763.95
2211413	5551	02/21/2014	VALERIO, PEGGY R	1,065.77
2211414	5542	02/21/2014	AMOROSO, VINCENT MICHAEL	1,583.07
2211415	5566	02/21/2014	ARNOLD, SHEILA GAY	1,280.89
2211416	5574	02/21/2014	BLACKBURN, SHANNA SHEA	291.22
2211417	5541	02/21/2014	DENNY, HOLLY D.	1,485.84
2211418	5525	02/21/2014	DUTTON, LINDA	1,079.35
2211419	5554	02/21/2014	HERRERA, SHARLA JAN	798.78
2211420	5544	02/21/2014	PIERCE, MALLARY BETH	1,437.36
2211421	5586	02/21/2014	RATLIFF, SARINA M	1,009.70
2211422	5581	02/21/2014	ALAAN, JUN JUN FROUCAN R	1,347.78
2211423	5556	02/21/2014	DE LA TORRE, ELINORE JUNE	1,343.73
2211424	5564	02/21/2014	MANGARON, JANETTE JUMAWAN	1,305.38
2211425	5532	02/21/2014	WOLF, VIRGINIA ANN	1,512.00
2211426	5529	02/21/2014	BUSTAMANTE, YASMEEN	607.03
2211427	5577	02/21/2014	QUIROZ, ROSELLA L	1,159.55
2211428	5568	02/21/2014	NEBOH, STELLA NJEMANZE	1,442.51
2211429	5549	02/21/2014	VELASQUEZ, GENIVA HEREDIA	20.48
2211430	5563	02/21/2014	BLAND, DONNA ANGELINE	698.72
2211431	5545	02/21/2014	COMPTON, FELICIA G.	618.87
2211432	5575	02/21/2014	DUNLAP, JOANNE DENIECE	836.90
2211433	5531	02/21/2014	GRAVES, SANDRA N.	659.36
2211434	5584	02/21/2014	HAMILL, MARY A	631.98

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2211435      5533      02/21/2014 LONG, RIKKI LYNN                      649.82
2211436      5582      02/21/2014 ORONA, ANITA E                        221.64
2211437      5526      02/21/2014 PERCIFIELD, JANA                      657.57
2211438      5535      02/21/2014 SERBANTEZ, ANNETTE MARIE              787.62
2211439      5569      02/21/2014 SOLTERO, NAOMI                          1,161.64
2211440      5587      02/21/2014 THOMPSON, KATHY C                        588.33
2211441      5555      02/21/2014 HASTON, KATHY J.                          528.37
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2211443      5588      02/21/2014 STILTNER, ROBIN M                          314.45
2211444      5560      02/21/2014 FLYNN, ELIDIA G                            654.91
2211445      5570      02/21/2014 JUAREZ, JOSEFINA L                          702.61
2211446      5573      02/21/2014 QUIROZ, MARTHA JAQUEZ                       827.14
2211447      5548      02/21/2014 RIOS, CORINA GOMEZ                          772.83
2211448      5553      02/21/2014 ADAMS, MELANIE ALANE                      1,383.16
2211449      5580      02/21/2014 MOON, NORMA A                            463.49
2211450      5571      02/21/2014 NORMAN, CHARLOTTE K.                       799.79
2211451      5591      02/21/2014 SCURLOCK, KENTON E                         951.59
2211452      5527      02/21/2014 LUJAN, YSENIA ARANDA                       790.43
2211453      5567      02/21/2014 RUSHING, MICHELLE R                       412.16
2211454      5552      02/21/2014 LOPEZ, BELINDA                          1,155.95
2211455      5579      02/21/2014 EATON, LUZELENA                          954.60
2211456      5539      02/21/2014 FORTUNE, CARLA J                          656.18
2211457      5593      02/21/2014 JASSO, AARON                            4,113.76
2211458      5592      02/21/2014 NEBE, LYNETTE U                          2,598.71
2211459      5546      02/21/2014 ORNELAS, REBECCA D                        617.14
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2211461      5589      02/21/2014 RODRIGUEZ, MARIA                        467.05
2211462      5537      02/21/2014 SOLTERO, JEHNIFER SHEAN                  1,185.51
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23           5422      02/07/2014 MANGARON, JANETTE JUMAWAN               1,421.55
24           5407      02/07/2014 SWANSON, MARILYN LEE                     588.78
25           5387      02/07/2014 WOLF, VIRGINIA ANN                      1,591.04
25452        5415      02/07/2014 DAWSON, KATHLEEN                         697.10
25453        5419      02/07/2014 MANCHA, JOSE M.                        2,426.22
25454        5429      02/07/2014 LARA, LUCERO A.                        1,267.31
25455        5390      02/07/2014 MILLER, LACOSTA POOL                     588.75
25456        5399      02/07/2014 BARAJAS, OSCAR R.                      1,276.28
25457        5403      02/07/2014 ORNELAS, REBECCA D                      591.46
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25460        5561      02/21/2014 MANCHA, JOSE M.                        3,080.98
25461        5572      02/21/2014 LARA, LUCERO A.                        1,269.03
25462        5534      02/21/2014 MILLER, LACOSTA POOL                     568.01
25463        5543      02/21/2014 BARAJAS, OSCAR R.                      1,258.96
26           5384      02/07/2014 BUSTAMANTE, YASMEEN                     456.81
27           5434      02/07/2014 MARTINEZ, IRMA L                        565.99
28           5435      02/07/2014 QUIROZ, ROSELLA L                      1,152.37
29           5402      02/07/2014 WIDNER, WILLIAM BRADY                    640.12
3           5408      02/07/2014 CARTER, KERRIA DEAN                     1,452.04
30           5425      02/07/2014 NEBOH, STELLA NJEMANZE                  1,442.51
31           5406      02/07/2014 VELASQUEZ, GENIVA HEREDIA                 87.79
32           5421      02/07/2014 BLAND, DONNA ANGELINE                    642.23
33           5401      02/07/2014 COMPTON, FELICIA G.                     472.36
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34	5432	02/07/2014	DUNLAP, JOANNE DENIECE	786.98
35	5386	02/07/2014	GRAVES, SANDRA N.	674.12
36	5442	02/07/2014	HAMILL, MARY A	703.51
37	5389	02/07/2014	LONG, RIKKI LYNN	538.07
38	5440	02/07/2014	ORONA, ANITA E	215.56
39	5381	02/07/2014	PERCIFIELD, JANA	618.08
4	5436	02/07/2014	DEATON, CINDY G	1,602.89
40	5391	02/07/2014	SERBANTEZ, ANNETTE MARIE	740.08
41	5426	02/07/2014	SOLTERO, NAOMI	1,098.57
42	5445	02/07/2014	THOMPSON, KATHY C	572.66
43	5413	02/07/2014	HASTON, KATHY J.	498.96
44	5388	02/07/2014	NAVARRETE, GREGORIA	1,295.84
45	5392	02/07/2014	ROBINSON, ALECIA A	1,097.81
46	5446	02/07/2014	STILTNER, ROBIN M	278.25
47	5418	02/07/2014	FLYNN, ELIDIA G	564.14
48	5427	02/07/2014	JUAREZ, JOSEFINA L	623.62
49	5430	02/07/2014	QUIROZ, MARTHA JAQUEZ	746.62
5	5443	02/07/2014	GREEN, JIM BOB	1,303.53
50	5405	02/07/2014	RIOS, CORINA GOMEZ	856.93
51	5411	02/07/2014	ADAMS, MELANIE ALANE	1,319.38
52	5438	02/07/2014	MOON, NORMA A	634.85
53	5428	02/07/2014	NORMAN, CHARLOTTE K.	771.32
54	5449	02/07/2014	SCURLOCK, KENTON E	999.35
55	5382	02/07/2014	LUJAN, YSENIA ARANDA	489.39
56	5424	02/07/2014	RUSHING, MICHELLE R	472.92
57	5410	02/07/2014	LOPEZ, BELINDA	921.66
58	5437	02/07/2014	EATON, LUZELENA	1,003.05
59	5395	02/07/2014	FORTUNE, CARLA J	674.12
6	5448	02/07/2014	JENNINGS, DANIEL R	1,463.31
60	5451	02/07/2014	JASSO, AARON	3,723.26
61	5450	02/07/2014	NEBE, LYNETTE U	2,301.34
62	5385	02/07/2014	PEREZ, JEANETTE MARRER	667.82
63	5447	02/07/2014	RODRIGUEZ, MARIA	607.20
64	5393	02/07/2014	SOLTERO, JEHNIFER SHEAN	1,204.26
65	5379	02/07/2014	TAYLOR, JONI LYNNE	974.28
66	5394	02/07/2014	VILLALPANDO, ADRIANA L	720.95
7	5433	02/07/2014	MARTZ, ASHLY LYNN	1,599.64
8	5420	02/07/2014	PAEHL, DONNA M.	1,388.07
9	5404	02/07/2014	PEREZ, CHRISTINA J.	603.98
Check Total: 143 Amount:				145,668.37

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Check No.	AP	Chk Date	Doc No	Payee	Net Amount
Facility: HOS - WINKLER CO MEMORIAL HOS					
Account Number: 10000000 - CASH ON HAND					
Department Number: 000 -					
57494	Y	02/04/2014	2478	AMERISOURCEBERGEN DRUG CORP	2,401.46
57495	Y	02/04/2014	2479	AT&T	2,759.22
57497	Y	02/04/2014	2481	BAYTREE LEASING COMPANY, LLC	1,026.12
57498	Y	02/04/2014	2482	SUDDENLINK	478.54
57499	Y	02/04/2014	2483	VERIZON BUSINESS	256.63
57500	Y	02/04/2014	2484	WEST TEXAS GAS INC	256.22
57501	Y	02/04/2014	2486	AT&T	257.40
57502	Y	02/10/2014	2487	AARON JASSO	25.00
57503	Y	02/10/2014	2488	ADRIANA L VILLALPANDO	35.00
57504	Y	02/10/2014	2489	AGENCY 405	4.00
57505	Y	02/10/2014	2490	AIRGAS SOUTHWEST INC	1,959.81
57506	Y	02/10/2014	2491	AMERICAN SOLUTIONS	133.50
57507	Y	02/10/2014	2492	BEN E KEITH	1,926.47
57508	Y	02/10/2014	2493	BIBBY FINANCIAL SERVICES CA,IN	4,370.45
57509	Y	02/10/2014	2494	BKD CPA'S & ADVISORS	14,531.20
57510	Y	02/10/2014	2495	CANON FINANCIAL SERVICES, INC.	1,037.10
57511	Y	02/10/2014	2496	CARDINAL HEALTH	4,657.99
57512	Y	02/10/2014	2497	DOCTOR STANLY T SELBY PA	34,174.08
57513	Y	02/10/2014	2498	EMERGENCY STAFFING SOLUTIONS	42,770.00
57514	Y	02/10/2014	2499	ETACTICS, INC.	1,801.12
57515	Y	02/10/2014	2500	FISHER HEALTHCARE	1,208.57
57516	Y	02/10/2014	2501	GLOBAL EQUIPMENT COMPANY	1,209.69
57517	Y	02/10/2014	2502	GRAINGER	320.41
57518	Y	02/10/2014	2503	HAZEL GRAY	190.00
57519	Y	02/10/2014	2504	JEANETTE PEREZ	175.00
57520	Y	02/10/2014	2505	KATHY J HASTON	35.00
57521	Y	02/10/2014	2506	LABORATORY SUPPLY CO	5,513.93
57522	Y	02/10/2014	2507	MEDICAL ADVOCACY SVCS	128.57
57523	Y	02/10/2014	2508	MEDICAL ID SOLUTIONS	69.40
57524	Y	02/10/2014	2509	MEDLINE INDUSTRIES INC	1,073.09
57525	Y	02/10/2014	2510	MELINDA HULSLANDER	7.50
57526	Y	02/10/2014	2511	MERCURY MEDICAL	545.55
57527	Y	02/10/2014	2512	MIDESSA TELEPHONE SYSTEMS, INC	128.00
57528	Y	02/10/2014	2513	NAOMI SOLTERO	210.00
57529	Y	02/10/2014	2514	NEWEGG.COM	241.18
57530	Y	02/10/2014	2515	OFFICE DEPOT	1,197.67
57531	Y	02/10/2014	2516	OPTUM	199.90
57532	Y	02/10/2014	2517	PATTERSON MEDICAL	282.45
57533	Y	02/10/2014	2518	PC MALL	8,921.48
57534	Y	02/10/2014	2519	PEARL RAMIREZ	15.00
57535	Y	02/10/2014	2520	PREFERRED HOSPITAL LEASING	26,522.50
57536	Y	02/10/2014	2521	QUILL CORPORATION	164.95
57537	Y	02/10/2014	2522	RUSHING MICHELLE	35.00
57538	Y	02/10/2014	2523	SHELBY, JULIE	5,850.00
57539	Y	02/10/2014	2524	SIEMENS FINANCIAL SERVICES	409.40
57540	Y	02/10/2014	2525	SIEMENS HEALTHCARE DIAGNOSTICS	9,794.74

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57542	Y	02/10/2014	2527	SUDDENLINK	86.07
57543	Y	02/10/2014	2528	TAMHSC	2,175.00
57544	Y	02/10/2014	2529	TARHC	600.00
57545	Y	02/10/2014	2530	PURCHASE POWER/PITNEY BOWES	9.99
57546	Y	02/10/2014	2531	TOSHIBA AMERICA MEDICAL CREDIT	13,541.00
57547	Y	02/10/2014	2532	UNITED BLOOD SERVICES	1,984.00
57548	Y	02/10/2014	2533	US FOODSERVICE INC	1,538.68
57549	Y	02/10/2014	2534	VELASQUEZ GENIVA	15.00
57550	Y	02/10/2014	2535	WAGNER SUPPLY COMPANY	41.04
57551	Y	02/10/2014	2536	WINKLER COUNTY AUDITORS	193,438.70
57552	Y	02/07/2014	2537	AFLAC - CAIC	648.02
57553	Y	02/07/2014	2538	AMERICAN FAMILY LIFE ASSURANCE	2,448.75
57554	Y	02/07/2014	2539	FORT DEARBORN LIFE INSURANCE	412.94
57555	Y	02/07/2014	2540	MINERVA SOLTERO	60.00
57556	Y	02/07/2014	2541	NATIONAL FAMILY CARE LIFE INS	12.00
57557	Y	02/07/2014	2542	SECURITY BENEFIT P/R 457 ROTH	10.00
57558	Y	02/07/2014	2543	THE SECURITY BENEFIT GROUP	885.00
57559	Y	02/07/2014	2544	WESTEX COMMUNITY CREDIT UNION	5,087.50
57560	Y	02/11/2014	2545	AMERISOURCEBERGEN DRUG CORP	6,024.70
57561	Y	02/11/2014	2546	AT&T	48.48
57562	Y	02/11/2014	2547	CENTURYLINK	1,682.32
57563	Y	02/11/2014	2548	CITY OF KERMIT	340.50
57564	Y	02/13/2014	2549	TX DEPT OF STATE HEALTH SERV	500.00
57565	Y	02/18/2014	2550	AMERISOURCEBERGEN DRUG CORP	964.42
57566	Y	02/24/2014	2551	AIRGAS SOUTHWEST INC	1,967.93
57567	Y	02/24/2014	2552	ALERE TOXICOLOGY SERVICES, INC	10.00
57568	Y	02/24/2014	2553	ALIMED, INC	428.92
57569	Y	02/24/2014	2554	ANTHELIO HEALTHCARE SOLUTIONS	2,212.50
57570	Y	02/24/2014	2555	BAXTER HEALTHCARE-DALLAS	814.77
57571	Y	02/24/2014	2556	BEN E KEITH	2,773.71
57572	Y	02/24/2014	2557	BIBBY FINANCIAL SERVICES CA,IN	3,941.20
57573	Y	02/24/2014	2558	BKD CPA'S & ADVISORS	1,064.40
57574	Y	02/24/2014	2559	BRIGGS CORPORATION	88.24
57575	Y	02/24/2014	2560	CANON FINANCIAL SERVICES, INC.	1,037.10
57576	Y	02/24/2014	2561	CARDINAL HEALTH	508.03
57577	Y	02/24/2014	2562	CINDY DEATON	284.28
57578	Y	02/24/2014	2563	CONMED CORPORATION	166.80
57579	Y	02/24/2014	2564	FIREHAWK SAFETY SYSTEMS, INC	1,669.00
57580	Y	02/24/2014	2565	HOSPITAL RECEIVABLES SVC, INC.	62.17
57581	Y	02/24/2014	2566	LABORATORY CORPORATION OF	1,987.19
57582	Y	02/24/2014	2567	LABORATORY SUPPLY CO	1,271.42
57583	Y	02/24/2014	2568	LOWE'S MARKETPLACE	41.97
57584	Y	02/24/2014	2569	LUZELENA P. EATON	35.00
57585	Y	02/24/2014	2570	MEDICAL DEBT MANAGEMENT, INC	127.50
57586	Y	02/24/2014	2571	MEDTRAN DIRECT, INC	1,450.00
57587	Y	02/24/2014	2572	MILLIPORE CORP	1,786.00
57588	Y	02/24/2014	2573	MONAHANS PHARMACY	29.25
57589	Y	02/24/2014	2574	MOORE MEDICAL,LLC	1,552.50
* 57590	Y	02/24/2014	2575	NATIONAL HEATING & PLUMBING	3,092.08
57591	Y	02/24/2014	2576	NEWEGG.COM	370.94

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PROGNOSIS HEALTH INFORMATION SYS.

Requested By: jwillhelm

Page: 2

Date: 03/03/2014
Time: 09:18:52

Check Register
WINKLER COUNTY HOSPITAL
02/01/2014 - 02/28/2014

Page: 3
ap/o_ckjrn1

Check No.	AP	Chk Date	Doc No	Payee	Net Amount
57592	Y	02/24/2014	2577	OLIVER PRODUCTS	2,082.14
57593	Y	02/24/2014	2578	PHYSICIAN SALES & SERVICE	2,445.55
57594	Y	02/24/2014	2579	PROFESSIONAL DIETARY	585.00
57595	Y	02/24/2014	2580	PROGNOSIS HEALTH INFORMATION	4,152.76
57596	Y	02/24/2014	2581	QUEST DIAGNOSTICS	20.00
57597	Y	02/24/2014	2582	QUIROZ MARTHA	36.01
57598	Y	02/24/2014	2583	R&D BATTERIES, INC	41.74
57599	Y	02/24/2014	2584	REVPOINT HEALTHCARE TECH, INC	3,026.00
57600	Y	02/24/2014	2585	SHELBY, JULIE	4,770.00
57601	Y	02/24/2014	2586	SIEMENS FINANCIAL SERVICES	5,782.65
57602	Y	02/24/2014	2587	SIEMENS HEALTHCARE DIAGNOSTICS	7,927.53
57603	Y	02/24/2014	2588	T-SYSTEM, INC.	1,316.09
57604	Y	02/24/2014	2589	THOMAS NG TECHNOLOGIES, INC	1,925.00
57605	Y	02/24/2014	2590	TRI-ANIM HEALTH SERVICES	226.43
57606	Y	02/24/2014	2591	UNITED BLOOD SERVICES	758.00
57607	Y	02/24/2014	2592	US FOODSERVICE INC	1,035.83
57608	Y	02/24/2014	2593	VIDACARE	2,319.39
57609	Y	02/24/2014	2594	WAGNER SUPPLY COMPANY	1,418.61
57610	Y	02/24/2014	2595	WEST TEXAS GAS INC	548.93
57611	Y	02/24/2014	2596	WINKLER COUNTY AUDITORS	36,385.20
57612	Y	02/21/2014	2597	ACCOUNTS RECEIVABLE	473.75
57613	Y	02/21/2014	2598	MINERVA SOLTERO	60.00
57614	Y	02/21/2014	2599	SECURITY BENEFIT P/R 457 ROTH	10.00
57615	Y	02/21/2014	2600	THE SECURITY BENEFIT GROUP	885.00
57616	Y	02/21/2014	2601	WESTEX COMMUNITY CREDIT UNION	4,962.50
57617	Y	02/25/2014	2602	AMERISOURCEBERGEN DRUG CORP	1,395.32
57618	Y	02/25/2014	2603	MASTERCARD	1,173.82
57619	Y	02/25/2014	2604	PURCHASE POWER/PITNEY BOWES	494.46

Totals For: HOS Total Checks: 125 Amount: 528,176.40

Grand Totals: Total Checks: 125 Amount: 528,176.40

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PROGNOSIS HEALTH INFORMATION SYS.	Requested By: jwillhelm	Page: 3
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Following discussion regarding request of Dave Sanders to lay two (2) four inch (4") water lines in right-of-way of County Road 101 from the intersection of PSL, Blocks 26, 27 and 74 to New Mexico State Line, a motion was made by Commissioner Neal and seconded by Commissioner Stevens to reject request; 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, to use Recreation Center at County Park in Kermit for Youth Rally on Wednesday, April 30, 2014 from 6 to 9 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 Neal and seconded by Commissioner Thompson to approve request of Betty Arnold, representing the Winkler County Roughneck Cheerleaders, to use Recreation Center at County Park in Kermit for cheer camp from Monday, June 16, 2014 to Saturday, June 21, 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 approve request of Reyna Alvarado to use Community Center in Kermit on Friday, Saturday and Sunday, October 10-12, 2014 for Sweet 16 party; which motion became an order of the Court upon the following vote:

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

At this time the Court discussed with Sheriff George Keeley, the current practice of paying overtime (4 to 6 hours per month) to jailers who supervise inmates performing maintenance at the Law Enforcement Center. No action was needed.

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve County Library's annual report prepared for the State of Texas Library System for local fiscal year 2013; which motion became an order of the Court upon the following vote:

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

ANNUAL REPORT FOR LOCAL FISCAL YEAR 2013

This report is due at the Texas State Library and Archives Commission by April 30, 2014. All data applies to your library's 2013 fiscal year. We strongly urge libraries to report no later than March 31, 2014, to provide time to make any necessary revisions.

SECTION 1: LIBRARY INFORMATION: Central/Administrative Library

Library Contact Information. This section requests information for contacting the library, its staff, board, and friends group. By entering this information you understand that this becomes public information.

NOTE: In the online form, questions 1.1 through 1.19 have been pre-filled and locked. You will not be able to change the data. Please contact TSLAC staff if changes need to be made to these questions.

Library Name

1.1

Winkler County Library

County

1.2

Winkler

The local fiscal year covered by this report began (1.3)

01/01/2013

and ended (1.4)

12/31/2013

Mailing Address

1.5 Street or PO Box

307 S Poplar St

1.6 City

Kennil

1.7 zip code

79745

1.8 4-digit zip ext.

4315

Street Address (if different)

1.9 Street or PO Box

307 S Poplar St

1.10 City

Kennil

1.11 zip code

79745

1.12 4-digit zip ext.

4315

Phone

1.13 (Area code) Phone number

(432) 586-3841

Telefax

1.14 (Area code) Phone number

(432) 586-2462

Admin E-mail Address

Head Librarian/Director - Do not use personal email addresses, if not for public communication.

1.15

wclb@tshmail.com

E-mail Address (Library)

1.16

wclb@tshmail.com

Internet/Web Address

1.17

http://www.co.winkler.tx.us/kennil-hu.htm

Head Librarian (If the Head Librarian position is vacant, contact TSLAC staff)

1.18 First Name

Laurie

1.19 Last Name

Shropshire

Listed Telephone

Is this a number that can be accessed through Directory Assistance?

1.20

☒ Yes

☐ No

Is the information provided in 1.1 through 1.19 correct?

Please contact TSLAC staff if any of the information in 1.1 through 1.19 has changed.

1.21

☒ Yes

☐ No

Contact Person (person completing report)

1.22 First Name

Laurie

1.23 Last Name

Shropshire

1.24 Email

wclb@tshmail.com

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Accreditation-related question

SECTION 2: OUTLETS

This section requests information on public service outlets. Report figures as of the last day of the fiscal year. If there is a new branch, but it was not open for business before the end of your local fiscal year, it should not be included on this report.

BRANCH LIBRARIES. Number of branch libraries

Administered from a central unit, branch libraries are auxiliary units that have at least all of the following:

- separate quarters,
- an organized collection of library materials,
- paid staff,
- a regular schedule for being open to the public.

2.1

1

BOOKMOBILES. Number of bookmobiles in use

A bookmobile is a traveling branch library and has at least all of the following:

- a truck or van that carries an organized collection of library materials,
- paid staff,
- regularly scheduled hours (bookmobile stops) for being open to the public.

2.2

0

RENOVATIONS, EXPANSION, NEW CONSTRUCTION.

Has the main library building(s) or any branch library been renovated, expanded, or new construction completed within the period covered by this report? (Structural changes only.)

2.3

☐ Yes

☒ No

SQUARE FOOTAGE OF THE MAIN LIBRARY.

This is the area on all floors enclosed by the outer walls of the library. Include all areas occupied by the library, including those areas off-limits to the public. Include areas shared with another agency or agencies if the library has use of that area.

2.4

8,030

sq ft

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Accreditation-related question

SECTION 3: EXPENDITURES

Local accounting practice will generally determine whether a particular expense is classified as operating or capital expense.

- Do not report the value of free items as expenditures.
- Do not report estimated costs.
- Report only those grant awards directly spent by your library. Do not report grant funds spent for your library by another entity.
- Significant costs of ordinary operating expenditures, especially benefits and salaries, that are paid by other taxing agencies (government agencies with the authority to levy taxes) on behalf of the library may be included if the information is available.
- Any operating expenditure not covered by Staff and Collection Expenditures should be reported in Other Operating Expenditures, question 3.8.
- These expenditures are from all sources of revenue, including federal, state, and foundation monies. The information reported in Expenditures may differ from the information reported in Library Revenue by Source.
- REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS

OPERATING EXPENDITURES

Operating Expenditures are those current and recurrent costs necessary to support library services. Only such funds that are supported by expenditures documents (such as invoices, contracts, payroll records, etc.) at the point of disbursement should be included.

STAFF EXPENDITURES

Salaries and Wages Expenditures

This amount should be the salaries and wages for all library staff including plant operation, security and maintenance staff. Include salaries and wages before deductions, but exclude "employee benefits." Include longevity, merit, and other funds paid directly to employees. Do not report salaries paid by an outside entity, such as Ocala Training employees or employees paid under a training program administered through another entity.

3.1

\$32,889

Employee Benefits Expenditures

These are the benefits outside of salary and wages paid and accruing to employees (including plant operations, security, and maintenance staff), regardless of whether the benefits or equivalent cash options are available to all employees. Include amounts for direct paid employee benefits including social security, retirement, medical insurance, life insurance, qualified disability income protection, unemployment compensation, worker's compensation, tuition, and housing benefits.

3.2

\$51,321

3.3

\$144,212

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Accreditation-related question

COLLECTION EXPENDITURES

Include all operating expenditures from the library budget for all materials in print, microform, electronic, and other formats considered part of the collection, whether purchased, leased, or licensed. Exclude charges or fees for interlibrary loans and expenditures for document delivery.

Print Materials Expenditures

Books, serial back files, current serial subscriptions, government documents, and any other print acquisitions.

3.4

\$8,632

Electronic Materials Expenditures

Report all operating expenditures for electronic (digital) materials. Types of electronic materials include e-books, audio and video downloaded, e-journals (including journals), government documents, databases (including locally mounted, full-text or not), electronic files, reference tools, scores, maps, or pictures in electronic or digital format, including materials digitized by the library. Electronic materials can be distributed on magnetic tape, diskette, computer software, CD-ROM, or other portable digital carrier, and can be accessed via a computer, via access to the Internet, or by using an e-book reader. Include expenditures for materials held locally and for remote materials for which permanent or temporary access rights have been acquired.

3.5

\$2,819

Other Materials Expenditures

Report all operating expenditures for other materials, such as microforms, audio and video physical units, DVD, and materials in new formats.

3.6

\$321

3.7

\$11,472

Other Operating Expenditures

This includes all expenditures other than those reported for Total Staff Expenditures (Question 3.1) and Total Collection Expenditures (Question 3.7). Include expenses such as printing, supplies, repair or replacement of existing furnishings and equipment, and costs of computer hardware and software used to support library operations or to link to external networks, including the Internet. Report contracts for services, such as costs for speaking and maintaining physical facilities, and fees paid to a consultant, auditor, architect, attorney, etc.

3.8

\$24,464

3.9

\$180,146

Indirect Costs (Optional - attach documentation if claimed)

This should only be reported when a library has failed to meet the Maintenance Of Effort requirement for accreditation in state library system. If included, the expense must be documented by the local government entity that provided the service, and the document must be submitted to the state library with a signature from a government official with fiscal authority. An indirect cost is a cost incurred for a normal library operating expenditure (such as janitorial services, purchasing, accounting, grounds maintenance, utilities, insurance, telecommunications, or payroll services) that is not assigned to the library's budget, but paid for by a local government agency on behalf of the library. Do not include capital expenditures.

3.10

\$0

3.11

\$180,146

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Accreditation-related question

38

04-28-2014

CAPITAL OUTLAY — Do not include Operating Expenditures reported above.		
These would be one-time only or extraordinary expenditures. These are major capital expenditures (the acquisition of or additions to fixed assets). Examples include expenditures for building sites, new buildings and additions to or renovations of library buildings.		
Include expenditures for furnishings, equipment and initial book stock for new buildings, building additions or renovations, library automation systems, and new vehicles, and other one-time major projects. Include federal, state, local, or other revenue used for major capital expenditures.		
Exclude replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. Exclude contributions to endowments, or revenue passed through to another agency (e.g., fines).		
Report actual expenditures, not budgeted or estimated amounts.	3.12	\$0

SECTION 4: LOCAL FINANCIAL EFFORT		
This section contains questions which will help determine whether the library meets the minimum accreditation criteria.		
Local Expenditures on Collections. — Of the amount shown in Total Library Collection Expenditures (Question 3.7), how much was expended from local funds?		
Report the total amount spent for library materials from local funds only. That is, that part of the amount of Total Library Collection Materials in Question 3.7 that was paid for with city, library district, county, school district, or other local revenue sources such as fines, memorials, and monetary gifts. This amount may be the same as Total Library Collection Materials, but do not include materials expenditures from grant sources.		
4.1	\$11,472	
***Local Expenditures on Collections is a subset of Local Operating Expenditures and should be included in Question 4.2.		
Local Operating Expenditures. — Of the amount shown in Total Operating Expenditures (Question 3.11), how much was expended from local funds?		
Report the amount of funds spent for total operating purposes from local funds only. That is, that part of the amount in Total Operating Expenditures (Question 3.11) that was paid for with city, library district, county, school district, and other local sources. This amount may be the same as Total Operating Expenditures, however, do not include expenditures from non-local grant sources. Include documented indirect costs (Question 3.10) only when necessary to meet the average of expenditures for the Maintenance of Effort requirement.		
4.2	\$180,146	
Local Government Expenditures. — Of the amount shown in Total Operating Expenditures (Question 3.11), how much was expended from local government funds?		
Report the amount of funds spent for total operating purposes from local government funds only. That is, that part of the amount in Total Operating Expenditures (Question 3.11) that was paid for with city, library district, county, or school district sources.		
4.3	\$175,455	
***Local Government Expenditures is a subset of Local Funds Expenditures and should be included in Question 4.2.		

SECTION 5: LIBRARY REVENUE BY SOURCE		
The total funds reported as Library Revenue will not necessarily equal the total of library expenditures reported. Do not report grant funds spent on behalf of your library by some other entity. Do not report salary revenue if the library did not pay the salary, as in the case of Green Thumb employees or employees paid under a training program administered by another entity. Do not include indirect costs.		
OPERATING REVENUE		
Report revenue received by the library for the current and recurrent costs of operation, including recurring ongoing grants. Report by source of revenue. Do not include revenue for major Capital Expenditures, construction, renovation, endowment fund deposits, other extraordinary items such as one-time grant awards, revenue not available for use by the library (e.g., fines), or funds unspent from previous fiscal years.		
LOCAL GOVERNMENT REVENUE		
All tax and nontax receipts appropriated by the city, library district, county, or school district to the public library and available for expenditure by the public library. Do not include the value of any contributed, indirect, in-kind services, or the value of any gifts and donations, fines, fees, or grants.		
City, Cities, or Library District (include revenue from other cities)	5.1	\$0
County or Counties (include revenue from other counties)	5.2	\$175,455
School Districts	5.3	\$0
Local Government Operating Revenue Subtotal (5.1 + 5.2 + 5.3)	5.4	\$175,455
Other state funds		
All revenue from funds collected by the State and distributed directly to your library for expenditure by the public library.		
Do not include competitive grants from TSLAC.		
***Please use the "notes" to record the source of funds.		
5.5	\$0	
Federal Library Services & Technology Act Funds (LSTA)		
All revenue from a federal LSTA grant distributed directly to your library for expenditure by the public library, received directly from the Institute for Museum and Library Services agency.		
Do not include competitive grants from TSLAC.		
***Please use the "notes" to record the name of the LSTA program that were the source of the funds.		
5.6	\$0	
Other Federal funds		
All other revenue from the federal government other than that reported in Question 5.19 distributed directly to your library for expenditure by the public library, including such federal monies distributed by the State. Include BTOP funds.		
***Please use the "notes" to record the source of funds.		
5.7	\$0	

Federal Operating Revenue Subtotal (5.6 + 5.7 only)	5.8	\$0
Foundation and corporate grants		
Cash grants from private foundations or corporations that are received on an ongoing basis. List all the sources in the "notes."		
5.9	\$0	
Other local sources (interest, fines, donations from individuals or Friends groups)		
Report all revenue other than that reported in any of the other revenue categories. Include monetary gifts and donations from individuals, interest, fines, and fees. Do not include the value of any contributed services or the value of any non-monetary gifts and donations.		
5.10	\$4,691	
Other Operating Revenue Subtotal (5.9 + 5.10)	5.11	\$4,691
TOTAL OPERATING REVENUE (5.4 + 5.5 + 5.8 + 5.11)	5.12	\$180,146

CAPITAL REVENUE		
Report revenue to be used for major capital expenditures, by source of revenue. Include funds received for (a) site acquisition; (b) new buildings; (c) additions to or renovation of library buildings; (d) furnishings, equipment and initial collections (all type) for new buildings, building additions, or building renovations; (e) computer hardware and software used to support library operations; (f) link to networks; or to run information products; (f) new vehicles; and (g) other one-time major projects. Exclude revenue for replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. Do not include revenue passed through to another agency (e.g., fines), or funds unspent from previous fiscal years. Do not report revenue that has already been reported in operating revenue.		
City, Cities, or Library District (include revenue from other cities)	5.13	\$0
County or Counties (include revenue from other counties)	5.14	\$0
School Districts	5.15	\$0
Other state funds		
All revenue from funds collected by the State and distributed directly to your library for expenditure by the public library.		
Do not include competitive grants from TSLAC.		
***Please use the "notes" to record the source of funds.		
5.16	\$0	
Federal Library Services & Technology Act Funds (LSTA)		
All revenue from a federal LSTA grant distributed directly to your library for expenditure by the public library, received directly from the Institute for Museum and Library Services agency.		
Do not include competitive grants from TSLAC.		
***Please use the "notes" to record the name of the LSTA program that were the source of the funds.		
5.17	\$0	

Other Federal funds		
All other revenue from the federal government other than that reported in Question 5.19 distributed directly to your library for expenditure by the public library, including such federal monies distributed by the State. Include BTOP funds.		
***Please use the "notes" to record the source of funds.		
5.18	\$0	
Foundation and corporate grants		
Cash grants from private foundations or corporations that are received for the purpose of major capital expenditures. List all the sources in the "notes."		
5.19	\$0	
Other local sources (interest, fines, donations from individuals, or Friends groups)		
Report all revenue other than that reported in any of the other revenue categories. Include monetary gifts and donations from individuals, interest, fines, and fees. Do not include the value of any contributed services or the value of any non-monetary gifts and donations.		
5.20	\$0	
TOTAL CAPITAL REVENUE (Add all amounts, 5.14 through 5.20)	5.21	\$0
Other cities or counties funding the Library		
If the library received funds from a city or county other than the one in which the library is located, list the appropriate city or counties separately and indicate the total of the funds received from each city or county.		
City or County Name (5.22)	0	5.23 \$0
City or County Name (5.22)		5.23
City or County Name (5.22)		5.23
City or County Name (5.22)		5.23
City or County Name (5.22)		5.23
City or County Name (5.22)		5.23
City or County Name (5.22)		5.23

SECTION 6: LIBRARY COLLECTION

This section collects data on selected types of materials. It does not cover all materials for which expenditures are reported in the Collection Expenditures section. Unless otherwise indicated, report for each item, title, and physical unit the amount held at the end of the fiscal year. Physical units are volumes, items, or pieces. For reporting purposes, a title is a publication that forms a separate bibliographic whole, whether issued in one or several volumes, reels, or disks. The term applies equally to printed materials, such as books and periodicals, as well as audio and video materials. Report only items the library has acquired as part of the collection, whether purchased, leased, licensed, or donated as gifts. Do not count un-catalogued paperbacks.

Most software systems include a method of determining number of titles. Libraries should use whatever method their software provides. If no method is available, an estimate should be made.

NOTE: For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired (equivalent to purchasing multiple copies of a single title). For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to 10 simultaneous users, then that item is counted as 10 "units". Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

6.0 Does the library have a catalog of its holdings available to the public that is searchable, either manually or electronically, at a minimum by author, title, and subject? 6.0 ☒ Yes ☐ No

Books in Print

Books are non-serial printed publications (including music and maps) that are bound in hard or soft covers, or in loose-leaf format. Include non-serial government documents. Report the number of physical units, including e-books. Books packaged together as a unit (e.g., a 2-volume set) and checked out as a unit are counted as one physical unit. Do not count un-catalogued paperbacks.

Number of Titles 6.1 0 Number of Volumes, Items, or Physical Units 6.2 32,212

Audio Materials — Physical Materials

These are materials circulated in a fixed, physical format on which sounds (only) are stored (recorded) and that can be reproduced (played back) mechanically, electronically, or both. Include records, audiocassettes, audio cartridges, audio discs (including audio-CD-ROMs), audio-reels, talking books, and other sound recordings stored in a fixed, physical format. Do not include downloadable electronic audio files. Items packaged together as a unit (e.g., two audiocassettes for one recorded book) and checked out as a unit are counted as one physical unit.

Number of Titles 6.3 0 Number of Volumes, Items, or Physical Units 6.4 840

Audio Materials — Downloadable Units

These are downloadable electronic files on which sounds (only) are stored (recorded) and that can be reproduced (played back) electronically. Report the number of units. Report only items the library has selected as part of the collection. Include both cataloged and uncataloged titles.

NOTE: For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired (equivalent to purchasing multiple copies of a single title). For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to 10 simultaneous users, then that item is counted as 10 "units". Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

6.5 0

Video Materials — Physical Materials

These are materials circulated in a fixed, physical format on which moving pictures are recorded, with or without sound. Electronic playback reproduces pictures, with or without sound, using a television receiver or computer monitor. Video formats may include tape, DVD and CD-ROM. Do not include downloadable electronic video files. Items packaged together as a unit (e.g., two video cassettes or DVDs for one movie) and checked out as a unit are counted as one physical unit.

Number of Titles 6.6 0 Number of Volumes, Items, or Physical Units 6.7 785

Video Materials — Downloadable Units

These are downloadable electronic files on which moving pictures are recorded, with or without sound. Electronic playback reproduces pictures, with or without sound, using a television receiver, computer monitor or video-enabled mobile device. Report the number of units. Report only items the library has selected as part of the collection. Include both cataloged and uncataloged titles.

NOTE: For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired (equivalent to purchasing multiple copies of a single title). For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to 10 simultaneous users, then that item is counted as 10 "units". Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

6.8 0

Electronic Books

Do not include TextShare holdings. E-books are digital documents (including those digitized by the library), formatted in text, where searchable text is preserved, and which can be seen in analogy to a printed book (monograph). Include non-serial government documents. E-books are loaned to users on portable devices (e-book readers) or by transmitting the contents to the user's personal computer for a limited time. Include e-books held locally and remote e-books for which permanent or temporary access rights have been acquired. Report the number of physical or electronic units, including duplicates, for all outlets. For smaller libraries, if volume data are not available, the number of titles may be counted. E-books packaged together as a unit (e.g., multiple titles on a single e-book reader) and checked out as a unit are counted as one unit. Include items acquired through a consortium. Report the number of units. Report only items the library has selected as part of the collection. Exclude public domain or uncopyrighted e-books that have unlimited access, such as Project Gutenberg.

NOTE: For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

Equivalent to purchasing multiple copies of a single title. For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to 10 simultaneous users, then that item is counted as 10 "units". Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

6.9 40

DATABASES

Report the number of licensed databases (including locally mounted or remote, full-text or not) for which temporary or permanent access rights have been acquired through payment by the library, or by formal agreement with the State Library or a cooperative agreement within the state or region. A database is a collection of electronically stored data or unit records (facts, biographic data, abstracts, texts) with a common user interface and software for the retrieval and manipulation of the data. Note: The data or records are usually collected with a particular intent and relate to a defined topic. A database may be issued on CD-ROM, diskette, or other direct access method, or as a computer file accessed via dial-up methods or via the Internet. Each database is counted individually even if access to several databases is supported through the same vendor interface (e.g., ProQuest, OCLC FirstSearch). Subscriptions to individual electronic serial titles are reported under Current Electronic Serial Subscriptions (6.17).

Local Licensed Databases 6.10 0

State Library Licensed Databases

Libraries that were a TextShare member in 2013 and purchased the databases, should report the number of TextShare databases available to their patrons (The number to report for Question 6.11 is 51). Libraries that chose to purchase one or more TextSelect databases would have up to an additional 54 options to report in 6.11.

6.11 51

Other Licensed Databases

Include databases obtained through cooperative agreements or consorts within state or region.

6.12 0

All Licensed Databases Subtotal (6.10+6.11+6.12) 6.13 51

COLLECTION TOTALS

Number of Titles (6.1+6.3+6.6) 6.14 0

Number of Volumes, Items, or Physical Units (6.2+6.4+6.5+6.7+6.8+6.9+6.10) 6.15 33,877

Current Print Serial Subscriptions

Report both paid subscriptions and gifts. Do not report number of individual issues. The total number of subscriptions in the library system, including duplicates, should be reported here. These are print only. Examples are periodicals (magazines), newspapers, annuals, some government documents, some reference tools, and numbered monographic series.

6.16 75

Current Electronic Serial Subscriptions

Do not include TextShare holdings.

Report the number of current electronic and digital serial subscriptions (e-journals, e-journals), including duplicates. Examples include periodicals (magazines), newspapers, annuals, some government documents, some reference tools, and numbered monographic series distributed in the following ways: (a) via the Internet (e.g., HTML, PDF, JPEG, or compressed file formats such as zipped files); (b) on CD-ROM or other portable digital carrier; (c) on databases (including locally mounted databases); and (d) on diskettes or magnetic tapes. Electronic serial subscriptions include serials held locally or remote resources that the library has authorization to access, including those available through statewide or consortia agreements. Do not include subscriptions to indexing and abstracting databases that include full-text serial content (e.g., EBSCO Host, ProQuest, and OCLC FirstSearch).

6.17 0

SECTION 7: LOCAL LIBRARY SERVICES

Reference

Number of Reference Transactions

Report the total reference transactions. A reference transaction is an information contact in person, phone, fax, mail, or email or through live or networked electronic reference service. It involves the knowledge, use, recommendations, interpretation, and instruction in the use of one or more information sources by a member of the library staff.

The term includes information and referral services including: print and non-print materials, machine-readable databases (including computer-assisted instruction), catalog and other holdings records and through communication or referral with other libraries and institutions and persons both inside and outside the library. When a staff member uses information gained from previous use of information sources, report as a reference transaction even if the source is not consulted again.

Note: When reporting reference transactions, it is critical to not include directional transactions. A directional transaction involves disseminating information that aids customers in the use of the library (i.e., giving instructions for locating staff, library users, physical features, etc., within the library or giving technical not bibliographic assistance with machines). Directional transactions use only information resources that describe the library (i.e., schedules, floor plans, handbooks, policy statements).

7.1 7,850

Circulation

The act of lending an item for use outside the library. This activity includes charging out (checking-out) and renewals, each of which is reported as a circulation transaction.

Circulation of Children's Materials — Physical formats

Report the total annual circulation (including renewals) of all library materials in physical formats, marked as children's, whether borrowed by a juvenile, young adult, or adult including renewals. This is the act of entering for use outside the library. This includes charging out (checking out) and renewals, each of which is reported as a circulation transaction. This includes books, audiobooks, videos, and other materials. Do not include digital formats.

7.2 11,212

Circulation of Children's Materials — Digital formats

Report the total annual circulation/downloads (including renewals) of all downloadable electronic materials, marked as children's, whether borrowed by a juvenile, young adult, or adult, including renewals. Electronic Materials are materials that are distributed digitally and can be accessed via a computer, the Internet, or a portable device such as an e-book reader. Types of electronic materials include e-books and downloadable electronic video and audio files. Electronic Materials packaged together as a unit and checked out as a unit are counted as one unit.

7.3 1,422

Circulation — Physical formats (Other than Children's)	
Count all materials in physical formats. This is the act of lending for use outside the library. This includes charging out (checking out) and renewals, each of which is reported as a circulation transaction. This includes books, audiobooks, videos, and other materials. Interlibrary loan transactions included are only items borrowed for users. Do not include items checked out to another library. Do not include digital formats. Do not include children's circulation, reported in question 7.2.	
7.4	23,214
Circulation — Digital formats (Other than Children's)	
Report the total annual circulation/downloads (including renewals) of all downloadable electronic materials, including those marked as children's. Electronic Materials are materials that are distributed digitally and can be accessed via a computer, the Internet, or a portable device such as an e-book reader. Types of electronic materials include e-books and downloadable electronic video and audio files. Electronic Materials packaged together as a unit and checked out as a unit are counted as one unit. Do not include children's circulation, reported in question 7.3.	
7.5	0
TOTAL CIRCULATION (Add all amounts, 7.2 through 7.5)	

Programs and Program Attendance

Total number of Children's Programs provided by the library	
The National Center for Education Statistics (NCES) Children and Young Adults Defined (Services and Resources for Children and Young Adults in Public Libraries, August 1995, NCES 95037) defines children as persons age 11 and under.	
A children's program is any planned event for which the primary audience is children and which introduces the group of children attending to any of the broad range of library services or activities for children or which directly provides information to participants in the series. Example: a story hour offered once a week, 25 weeks a year should be counted as 46 programs.	
Children's programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include story hours and summer reading events.	
Count all children's programs, whether held on- or off-site that are sponsored or co-sponsored by the library. Do not include children's programs sponsored by other groups that use library facilities. If children's programs are offered as a series, count each program in the series. Example: a story hour offered once a week, 25 weeks a year should be counted as 46 programs.	
Exclude library activities for children delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, homework assistance, and mentoring activities.	
7.7	8
Total number of Young Adult Programs provided by the library	
The Young Adult Services Association (YALSA) defines young adults as ages 12 through 18.	
A young adult program is any planned event for which the primary audience is young adult and which introduces the group of young adults attending to any of the broad range of library services or activities for young adults or which directly provides information to participants. Young adult programs may cover: Use of the library, library services, or library tours. Young adult programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include book clubs and summer reading events.	
Count all young adult programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Do not include young adult programs sponsored by other groups that use library facilities. If young adult programs are offered as a series, count each program in the series. Example: a book club offered every two weeks, 24 weeks a year, should be counted as 24 programs. Exclude library activities for young adults delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, homework assistance, and mentoring activities.	
7.8	6

Total number of Adult Programs provided by the library	
Report the number of planned events whose primary audience is adults which introduces the group to any of the broad range of library services or activities for adults or which directly provides information to participants. Adult programs may cover use of the library, library services, or library tours. Adult programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples include book clubs and resume writing workshops.	
Count all adult programs, whether held on- or off-site that are sponsored or co-sponsored by the library. Do not include adult programs sponsored by other groups that use library facilities. If adult programs are offered as a series, count each program in the series. Example: a computer skills class offered once a week for 10 weeks should be counted as 10 programs. Exclude library activities for adults delivered on a one-to-one basis, rather than to a group, such as one-to-one resume assistance and services to homebound.	
7.9	0
TOTAL NUMBER OF LIBRARY PROGRAMS (7.2+7.3+7.4+7.5+7.6+7.7+7.8)	
Attendance at Children's Programs provided by the library	
This is the total annual count of the attendance, both adults and children, at programs for which the primary audience is children 11 years of age and younger.	
7.11	64
Attendance at Young Adult Programs provided by the library	
This is the total annual count of the attendance, both adults and children, at programs for which the primary audience is young adults 12 through 18 years.	
7.12	0
Attendance at Adult Programs provided by the library	
This is the total count of the attendance, both adults and children at programs for which the primary audience is adults, ages 19 and older.	
7.13	0
TOTAL ATTENDANCE AT ALL LIBRARY PROGRAMS (7.11+7.12+7.13)	
7.14	64

Visits and Registered Users

Number of Library Visits (gate count)	
This is the number of persons entering the library for any purpose during the year.	
7.15	31,212
Number of Registered Users	
A registered user is a library user who has applied for and received an identification number or card from the public library that has established conditions under which the user may borrow library materials and gain access to other library resources. Note: Fees should have been paid within the last three (3) years.	
7.16	1,335
Does the library have a Long-Range Plan?	
7.17	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the library have available a photocopier for use by staff?	
7.18	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the library have available a photocopier for use by the public?	
7.19	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 8: LIBRARY STAFFING AND SALARIES

Include all positions funded in the library's budget whether those positions are filled or not. Report figures as of the last day of the fiscal year. Report number of full-time worked per week. Report all hours worked for each employee type and report as total hours worked per week. DO NOT REPORT NUMBER OF EMPLOYEES.	
Librarians with Master's Degree from program accredited by ALA. Total hours worked per week	
Persons reported under this category usually do work that requires professional training and skill in a theoretical or scientific aspect of library work, or both, as distinct from its mechanical or clerical aspect. The educational requirement is a master's degree from a library education program accredited by the American Library Association (ALA) or NACATE libraries.	
***Report total number of hours all MLS librarians work per week, not as number of persons. Example: 2 MLS librarians each work 40 hours per week - report 80 hours (40 X 2).	
8.1	0 00
Other persons holding title of Librarian — Total hours worked per week	
Persons reported under this category do paid work that usually requires some professional training and skill in library work that might include mechanical or clerical aspects.	
***Report total number of hours all librarians work per week, not as number of persons. Example: 2 librarians each work 30 hours per week - report 60 hours (30 X 2).	
8.2	40 00
8.3 All other Paid Staff — Total hours worked per week	
Includes all other persons paid by the library budget including plant operation, security, and maintenance staff.	
***Report total number of hours all other paid staff work per week, not as number of persons. Use the employees' normal work schedule to calculate. Example: 3 paid part-time employees: 1 works 10 hours/week, 1 works 20 hours/week, one works 25 hours/week - report 55 hours (10+20+25).	
8.3	80 00
TOTAL PAID LIBRARY STAFF (8.1+8.2+8.3)	
8.4	120 00
How many hours last year did Volunteers work in your library?	
Indicate the total number of hours that were worked in the library by persons who were paid on the library's payroll. Include volunteers, community service persons and those paid from non-library programs, such as Green Teams.	
8.5	1 086
What was the Head Librarian's Annual Rate Of Salary?	
Report the annual rate of pay for the head librarian (director) at the end of the library's fiscal year. Include merit, longevity, and other payments made directly to the individual if the position is vacant, report the annual salary that you expect to pay when someone is hired.	
8.6	\$35,894
How many hours per week is the Head Librarian currently employed in library duties?	
8.7	40
Has the Head Librarian obtained a minimum of 10 hours of continuing education credits within this reporting period?	
Continuing education activities that meet qualitative standards for which the applicant can supply documentation of participation, duration, and relevance to the operation of a library. These activities must be instructional and may include workshops, symposium sessions, library association conference, and distance education meetings.	
8.8	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 9: RESOURCE SHARING

Interlibrary Loans	
An item of library material, or a copy of the material, is made available by one autonomous library to another upon request. The libraries involved in interlibrary loan are not under the same library administration. Report both "specific item" and "subject request" in this section.	
***Questions 9.1 and 9.2 are part of the library's accreditation, based on Texas Administrative Code 12, Rule 57.83	
Is your library willing to borrow materials from another library for your patrons?	
9.1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is your library willing to lend materials to another library for their patrons?	
9.2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Interlibrary loan (ILL) requests	
Please report number of loans actually received or actually loaned, even if that number is zero (exclude informational requests).	
How many loans were received from other libraries?	
These are library materials, or copies of the materials, received by one autonomous library from another upon request. The libraries involved in interlibrary loans are not under the same library administration.	
9.3	0
How many loans were provided to other libraries?	
These are library materials, or copies of the materials, provided by one autonomous library to another upon request. The libraries involved in interlibrary loans are not under the same library administration.	
9.4	0

SECTION 10: INTERNET AND ELECTRONIC SERVICES

Does your library have a computer with Internet access for the use by staff?	
10.1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does your library have a computer with Internet access for the use by the public?	
10.2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How many terminals are used to access the Internet by general public?	
Report the number of Internet computers (personal computers (PCs) and laptops), whether purchased, leased or donated, used by the general public in the library.	
10.3	8
What was the total number of uses of Public Internet Computers in the library during the year?	
This is for in-library use only.	
Report the total number of uses (sessions) of the library's Internet computers in the library during the last year. If the computer is used for multiple purposes (Internet access, word-processing, CD-RW, etc.) and Internet uses (sessions) cannot be isolated, report all usage. A typical week or other reliable estimate may be used to determine the annual number.	
The number of uses (sessions) may be counted manually, using registration logs. Count each use (session) for public Internet computers, regardless of the amount of time spent on the computer. A use (session) on the library's public Internet computer(s) three times a week would count as three uses (sessions).	
Software can also be used to track the number of uses (sessions) at each public Internet computer. If the data is collected as a weekly figure, multiply that figure by 52 for an annual estimate.	
10.4	6 245

How many persons were trained in the use of electronic resources (format and informal)?

How many persons were trained in the use of electronic resources in formal settings and/or informal settings? A formal setting can be a class in computer hardware or software usage, instruction on how to access Internet or email, the library online catalog, how to search electronic databases or CD-ROMs, etc. A formal setting can be email or large classes in instruction on the use of any electronic resource. An informal setting can be one-on-one instruction on computer hardware or software usage, instruction on how to access Internet or email, the library online catalog, how to search electronic databases or CD-ROMs, etc.

10.5	62
------	----

Number of Wi-Fi sessions

Report the total number of sessions in a year of the library's wireless Internet access (Wi-Fi) by users. A wireless connection allows users to make a connection to the library's Internet using a personal laptop, tablet, or smart phone. A typical week or other reliable estimate may be used to determine the yearly number. Do not include use of library equipment in this count.

10.6	2,611
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Number of Website visits

Report the total number of visits to the library's website.

10.7	35	E No website 11 Data not collected
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SECTION 11: LIBRARY HOURS

Annual Total of Public Service Hours - Central Library Only

This is the number of hours of library service that were available to your patrons last year at the Central/Main Library. This total should be reported for any hours that any of the facilities were closed to the public (e.g., holidays, weather emergencies, natural disasters, staff development days, construction, repairs, etc.).

Report every hour that the facility is open to the public during all of last year. Branch hours open per year will be reported in each branch sub-report.

11.1	2,380
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Annual Total of Public Service Weeks - Central Library Only

This is the number of weeks open for public service. The count should be based on number of weeks open for half or more of its scheduled service hours. Extensive weeks closed to the public due to natural disasters or other events should be excluded from the count. Do not calculate based on total number of service hours per year. For example, do not divide total hours by 52 (weeks). Round to the nearest whole number of weeks. If the library was open half or more of its scheduled hours in a given week, round up to the next week. If the library was open less than half of its scheduled hours, round down.

11.2	52
------	----

How many unduplicated hours is the library and its branches open per week during a regular scheduled week?

If your library does not have any branches, this answer will be the same as your answer to 11.4. Libraries with branches should report the total number of unduplicated hours per week the libraries are open. For assistance or clarification, contact TSLAC or use the Weekly Total Calculator available on our website under Public Library Annual Report.

Example: Main is open M-F 9-5, the branch is open M-F 9-4. This library would be open 10 unduplicated hours per day. The total for five days would equal 50 hours per week.

11.3	10
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Total hours library open during Regular Week - Central Library Only

Total hours open during the central library's regular weekly schedule.

11.4	40
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Total hours library open during Summer Week - Central Library Only

Total hours open during the central library's summer schedule. If same as regular schedule, please put same hours as in 11.4.

11.5	40
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SECTION 12: LIBRARY INFORMATION: Branch and/or Bookmobile

(check one) 12.1 ☒ Branch ☐ Bookmobile

This section requests information for contacting the library branch or bookmobile and its staff. By entering this information you understand that this becomes public information.

Library Branch Name: 12.2 Wink Branch Library

Mailing Address: PO Box 606 Wink 79789 0506

12.3 Street or PO Box 12.4 City 12.5 zip code 12.6 4-digit zip ext

Street Address (if different): 109 N Roy Orbison Dr Wink 79789

12.7 Street or PO Box 12.8 City 12.9 zip code 12.10 4-digit zip ext

Phone: (432) 527-3691 Telefax: (432) 527-3691

12.11 (Area code) Phone number 12.12 (Area code) Phone number

E-mail Address: Do not use personal email addresses if not for public consumption. 12.13 web@winklibrary.org

Librarian: 12.14 First Name Pauline 12.15 Last Name Kline

What is the square footage of this branch/library? Provide the area, in square feet, of the branch/library or bookmobile. This is the area on all floors enclosed by the outer walls of the library. Include all areas occupied by the library, including those areas that are not open to the public. Include areas shared with another agency or group if the library has use of that area. 12.16 9,606 sq ft

Does the branch have an established schedule in which services of the staff are available to the public? 12.17 ☒ Yes ☐ No

Annual Total of Public Service Hours - Branch Or Bookmobile Only

This is the number of hours of library service that were available to your patrons last year at the branch or bookmobile. For each bookmobile, count only the hours during which the bookmobile is open to the public. This total should be reported for any hours that the facility was closed to the public (e.g., holidays, weather emergencies, natural disasters, staff development days, construction, repairs, etc.). Report every hour that the facility was open to the public during all of last year.

12.18	1,550
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Annual Total of Public Service Weeks - Branch Or Bookmobile Only

This is the number of weeks open for public service. The count should be based on number of weeks open for half or more of its scheduled service hours. Extensive weeks closed to the public due to natural disasters or other events should be excluded from the count. Do not calculate based on total number of service hours per year. For example, do not divide total hours by 52 (weeks). Round to the nearest whole number of weeks. If the library was open half or more of its scheduled hours in a given week, round up to the next week. If the library was open less than half of its scheduled hours, round down.

12.19	52
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SECTION 12: LIBRARY INFORMATION: Branch and/or Bookmobile

(check one) 12.1 ☐ Branch ☐ Bookmobile

This section requests information for contacting the library branch or bookmobile and its staff. By entering this information you understand that this becomes public information.

Library Branch Name: 12.2

Mailing Address: 12.3 Street or PO Box 12.4 City 12.5 zip code 12.6 4-digit zip ext

Street Address (if different): 12.7 Street or PO Box 12.8 City 12.9 zip code 12.10 4-digit zip ext

Phone: 12.11 (Area code) Phone number Telefax: 12.12 (Area code) Phone number

E-mail Address: Do not use personal email addresses if not for public consumption. 12.13

Librarian: 12.14 First Name 12.15 Last Name

What is the square footage of this branch/library? Provide the area, in square feet, of the branch/library or bookmobile. This is the area on all floors enclosed by the outer walls of the library. Include all areas occupied by the library, including those areas that are not open to the public. Include areas shared with another agency or group if the library has use of that area. 12.16 sq ft

Does the branch have an established schedule in which services of the staff are available to the public? 12.17 ☐ Yes ☐ No

Annual Total of Public Service Hours - Branch Or Bookmobile Only

This is the number of hours of library service that were available to your patrons last year at the branch or bookmobile. For each bookmobile, count only the hours during which the bookmobile is open to the public. This total should be reported for any hours that the facility was closed to the public (e.g., holidays, weather emergencies, natural disasters, staff development days, construction, repairs, etc.). Report every hour that the facility was open to the public during all of last year.

12.18

Annual Total of Public Service Weeks - Branch Or Bookmobile Only

This is the number of weeks open for public service. The count should be based on number of weeks open for half or more of its scheduled service hours. Extensive weeks closed to the public due to natural disasters or other events should be excluded from the count. Do not calculate based on total number of service hours per year. For example, do not divide total hours by 52 (weeks). Round to the nearest whole number of weeks. If the library was open half or more of its scheduled hours in a given week, round up to the next week. If the library was open less than half of its scheduled hours, round down.

12.19

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve continuing Winkler County Library's membership in the Texas State Library System for state fiscal year 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 accept tobacco settlement proceeds from the Texas Department of State Health Services in the amount of \$94,002.21; 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 approve payment in the amount of \$5,000.00 to CCS, Inc. for Winkler County Emergency Medical Service Medical Direction by Dave

Spear, M. D. for the period of May 01, 2014 to April 30, 2015 from budgeted funds; which motion became an order of the Court upon the following vote:

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

Following discussion regarding filling vacancy for Winkler County Attorney, a motion was made by Commissioner Wolf and seconded by Commissioner Stevens to appoint Thomas Duckworth, Jr. as Winkler County Attorney effective immediately; 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 receive Monthly Report of County Treasurer; which motion became an order of the Court upon the following vote:

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

WINKLER COUNTY TREASURER'S REPORT
EULONDA EVEREST

31-Mar-14

Balances \$ 1,287,749.79

REVENUE DEPOSITS \$ 2,022,408.13

LESS SERVICE CHARGE \$ 80.00

PLUS BANK ERROR

LESS HOT CHECK

Amount Paid

Accounts Payable \$ 213,488.55

Payroll \$ 628,137.93

Jury \$ 306.00

Fica \$ 145,355.61

Wire Transfers-TDCJ \$ 82.90

Child Support \$ 426.46

Wire Transfers-TX POOL

Wire Transfers-Tx Medical

Wire Transfers-TCDRS

HISPITAL DISRIP

AMOUNT TO BALANCE \$ 2,322,280.47

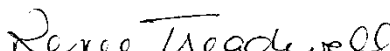
\$ 3,310,077.92 \$ 3,310,077.92


Eulonda Everest, County Treasurer

STATE OF TEXAS
COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 10 day
of April 2014




Winkler County, Texas

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

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

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

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

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

There were no line item adjustment(s) for the Court to consider at this time.

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

**WINKLER COUNTY
BUDGET AMMENDMENTS
APRIL 28, 2014**

COURTHOUSE

10-240-030 SUPPLIES	\$ 4,110.00
10-104-226 TRANSFER FROM RESERVES	\$ 4,110.00
TO RECORD REVENUE AND EXPENSE FOR COMPUTERS FOR COURTHOUSE FROM COMMITTED FUNDS	

GOLF COURSE

10-213-090 MAINTENANCE	\$ (1,900.00)
10-104-226 TRANSFER FROM RESERVES	\$ (1,900.00)
TO REVERSE ENTRY ON 4/14/14 ALREADY RECORDED 2/24/14	

PROBATION EVALUATION FUND

52-223-180 EQUIPMENT	\$ 950.00
52-223-130 SUPPLIES	\$ 300.00
TO AMMEND BUDGET APPROVED 4/14/14	

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

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

There were no Monthly Reports from County Officials of fees earned and collected for the month of March, 2014 for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to examine and approve bills over \$500.00 and place in line for payment; which motion became an order of the Court upon the following vote:

Ayes: Commissioners 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

At 10:45 o'clock A. M., a motion was made by Commissioner Neal and seconded by Commissioner Thompson to recess until 2:30 o'clock P. M.; which motion became an order of the Court upon the following vote:

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

At 2:30 o'clock P. M. the Court reconvened and returned to the agenda.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept the grant award from Texas Department of Public Safety (TxDOT) in the amount of \$1,391,828.00; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve County Transportation Infrastructure Fund Grant Agreement between State of Texas, acting by and through the Texas Department of Transportation and Winkler County; which motion became an order of the Court upon the following vote:

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

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

COUNTY TRANSPORTATION
INFRASTRUCTURE FUND GRANT AGREEMENT

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and _____ County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and
WHEREAS, The County has submitted its application for the Grant funding from the State and its application was approved; and
WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and
WHEREAS, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

NOW THEREFORE, the State and the County agree as follows:

AGREEMENT

1. **Agreement Period.** This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.
2. **Scope of Work.** The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system
3. **List of Transportation Infrastructure Projects.** The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty (30) calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting

County Transp Infra Fund Grant Agrmt Page 1 of 7 April 1, 2014

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

5. **Project Responsibilities.** The County is responsible for all aspects of the work constituting this Project or list of projects unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that they have complied with all program requirements and applicable federal, state, and local laws and regulations
6. **Final Inspection.** The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty (30) days after the inspection is completed.
7. **Right of Way and Real Property Acquisition.** The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.
8. **Suspension.** If the State determines that the County has not been complying with 43 TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.
9. **Termination of this Agreement.** This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, unless the:
- a. Agreement is terminated in writing with the mutual consent of the parties; or
 - b. Agreement is terminated because the County has breached the agreement for Failure to Comply as stated in Paragraph 16
10. **Environmental Permitting and Regulatory Issues.**
- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
 - b. The County is responsible for coordination and environmental clearance.
 - c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
 - d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
 - e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.
11. **Compliance with Texas Accessibility Standards and ADA.** The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter 469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written

County Transp Infra Fund Grant Agrmt Page 3 of 7 April 1, 2014

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

or completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

4. **Project Sources, Uses of Funds, and Reimbursement.**

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with these funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

County Transp Infra Fund Grant Agrmt Page 2 of 7 April 1, 2014

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

- certification to the State of compliance, or non-applicability, for each transportation infrastructure project.
12. **Project Maintenance.** The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.
13. **Historically Underutilized Business (HUB) Program Requirements.** The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.
14. **Grant Management Standards.** The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller
15. **Certification.**
Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund
16. **Failure to Comply.**
- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
 - b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
 - c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three (3) years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
 - d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4. d, the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
 - e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty (30) days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.
17. **Amendments.** An amendment to this agreement must be in writing and executed jointly by the State and the County
18. **Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any agreement default, out as remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

County Transp Infra Fund Grant Agrmt Page 4 of 7 April 1, 2014

Contract #
District #
Code Chart 64 #
Project

County:

State:

Judge Bonnie Leck

Chad Windham

Winkler County

Odessa TxDOT District

P.O. Drawer Y

3901 East US Highway 80

Kermit, Texas 79745

Odessa, Texas 79761

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

20. Legal Construction. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

21. Responsibilities of the Parties.
- a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
 - b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws, the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code, or any other applicable laws or regulations, all as from time to time may be amended.
 - c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this project.
 - d. The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees

- Contract #
District #
Code Chart 64 #
Project

e. Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.

22. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

23. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

24. Sole Agreement. This agreement constitutes the sole and only agreement between the parties and supercedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

25. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), lost reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or their duly authorized representatives for verification, review and inspection at its office during the contract period and for three (3) years from the date the final payment is received by the County or until any impending litigation, or claims are resolved.

26. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

Contract #
District #
Code Chart 64 #
Project

THIS AGREEMENT IS EXECUTED by the State and the County in duplicate

THE COUNTY

Signature

Bonnie Leck, County Judge

Printed Name and Title

Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

Title

Date

ATTACHMENT A
Resolution or Ordinance

ATTACHMENT B
Amount of Grant Award and Funding Commitments

County of:	Winkler
Amount of Grant Funds Awarded by State:	\$ 1,391,628
Minimum amount of County Matching Funds*:	\$ 347,957

* The State Share will be 90% for counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following Resolution Designating Authorized Representatives and Signatories to Act in Certain Matters Pertaining to the County Transportation Infrastructure Fund Grant Program;

RESOLUTION

**DESIGNATING AUTHORIZED REPRESENTATIVES AND SIGNATORIES
TO ACT IN CERTAIN MATTERS PERTAINING TO THE COUNTY
TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM.**

WHEREAS, Winkler County has received a Total Eligible Grant Award Notification related to the County Transportation Infrastructure Fund ("TIF") Grant Program from the Texas Department of Transportation ("TxDOT"); and

WHEREAS, the Commissioners' Court of Winkler County has determined that it is in the best interests of the citizens of the County to enter into an Agreement with TxDOT concerning the County TIF Grant Program; and

WHEREAS, TxDOT has created County TIF Grant Program Implementation Procedures that Winkler County is required to follow to receive the grant funding; and

WHEREAS, TxDOT requires that execution of various County TIF Grant-related documents by County representatives be authorized by the Court.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF WINKLER COUNTY, TEXAS, THAT:

1. The County Judge is authorized as the County's official representative in any correspondence or discussion between the County and TxDOT related to the County TIF Grant Program and is authorized to sign the following documents on behalf of the County:

- a. County TIF Grant Agreement after approval by TxDOT and by the Commissioners' Court,
- b. Certification Form 1,
- c. Invoices (TxDOT reimbursement requests); and
- d. Any County TIF Grant Agreement amendments approved by the Court.


The County Judge shall maintain full discretion in signing any document related to the County TIF Grant Program and shall not be compelled to certify any statement related to the County TIF Grant Program unless satisfied that to the best of his or her knowledge such statements are true and correct. The County Judge is authorized to establish internal controls that may include additional review and signature requirements for documents related to the County TIF Grant Program.


2. The County Commissioners are authorized to sign the following documents on behalf of the County for Transportation Infrastructure projects located within their respective precincts.

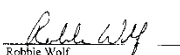
- a. Certification Form 2,
- b. Certification Form 3, and
- c. Individual Project Billing Sheets.

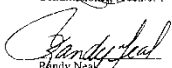
A County Commissioner shall maintain full discretion in signing these documents and shall not be compelled to certify any statement related to the County TIF Grant Program unless satisfied that to the best of his or her knowledge such statements are true and correct.

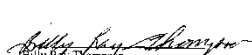
ADOPTED THIS THE 28TH DAY OF APRIL, 2014, BY THE COMMISSIONERS' COURT OF WINKLER COUNTY, TEXAS.


Bonnie Leek
Winkler County Judge

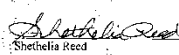

Billy J. Stevens
Commissioner, Precinct 1


Robbie Wolf
Commissioner, Precinct 2


Randy Neal
Commissioner, Precinct 3


Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:


Shethelia Reed
Winkler County Clerk

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 authorize Request for Qualifications for project delivery services for TxDOT Transportation Infrastructure Fund (TIF) grant; which motion became an order of the Court upon the following vote:

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

Following discussion, a motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve updated list of Transportation Infrastructure Projects; which motion became an order of the Court upon the following vote:

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

SB 1747 Prioritized Project List

Yes or No

County is an "economically disadvantaged county" as determined by Transportation Code 222.063.
NOTE: A list of FY 2014 Economically Disadvantaged Counties was provided for in the notice of the request for applications sent by TxDOT to each county, and can also be found at <http://tp.do.state.tx.us/publicat-infocentre/gdc-2014.pdf>.

No

Countywide

County: **WINKLER**

TxDOT District: **Odeessa**

PROJECT INFORMATION					EXISTING ROADWAY		IMPLEMENTATION SCHEDULE		ESTIMATE			FUNDING		
Project Priority Number	Roadway Name or Designation	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Compulsive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Engineering	ROW/Utilities	Construction	Estimated Total Project Cost	State Share	County Share
Examples:														
EX-01	CR 2	From Main Street to 2 miles East of Diller Drive	2" Overlay and spot base repair	2-lane Rural	Asphalt	Compulsive Bid	08/2014	08/2015	\$ 50,000	\$ 20,000	\$ 1,680,000	\$ 1,750,000	\$ 1,400,000	\$ 350,000
EX-02	CR 1041	From SH 37 to CR 1051	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Unsurfaced	County Forces	06/2014	07/2014	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 200,000	\$ 50,000
Your County's Prioritized Project List:														
1	CR 211	CR 202 to CR 203	7 Miles - 2 Course Paving	2-lane Rural	Caliche	County Forces	6/2014	6/2016	\$ 4,200	\$ -	\$ 84,000	\$ 88,200	\$ 70,560	\$ 17,640
2	CR 409	Between Cattle Guards 1 & 2	1.8 miles 2 course paving	2-lane Rural	Caliche	County Forces	6/2014	6/2016	\$ 10,800	\$ -	\$ 216,000	\$ 226,800	\$ 181,440	\$ 45,360
3	CR 306	From Curve - West 1 mile	1 Mile 2-course Paving	2-lane Rural	Caliche	County Forces	6/2014	6/2016	\$ 6,000	\$ -	\$ 120,000	\$ 126,000	\$ 100,800	\$ 25,200
4	CR 202	Entire Road	3.652 Miles - Seal Coat	2-lane Rural	Asphalt	County Forces	6/2014	6/2016	\$ 9,630	\$ -	\$ 192,600	\$ 202,230	\$ 161,784	\$ 40,446
5	CR 206	Entire Road	1.3 Miles Paving 2 Course	2-lane Rural	Caliche	County Forces	6/2014	6/2016	\$ 7,800	\$ -	\$ 156,000	\$ 163,800	\$ 131,040	\$ 32,760
6	CR 203	Entire Road	2 Miles Paving 2 course	2-lane Rural	Caliche	County Forces	6/2014	6/2016	\$ 7,800	\$ -	\$ 156,000	\$ 163,800	\$ 131,040	\$ 32,760
7	CR 302	Entire Road	2.83 Miles Seal Coat	2-lane Rural	Asphalt	County Forces	6/2014	6/2016	\$ 7,325	\$ -	\$ 146,500	\$ 153,825	\$ 123,067	\$ 30,765
8	CR 101	From 104 to State Line	10 Miles Seal Coat	2-lane Rural	Asphalt	County Forces	6/2014	6/2016	\$ 25,000	\$ -	\$ 500,000	\$ 525,000	\$ 420,000	\$ 105,000
9	CR 133	From CR 304 to CR 107 excluding SH 18 ROW	4.42 Miles Seal Coat	2-lane Rural	Asphalt	County Forces	6/2014	6/2016	\$ 11,050	\$ -	\$ 221,000	\$ 232,050	\$ 186,640	\$ 46,410
10	CR 208	Entire Road	2.2 Miles Seal Coat	2-lane Rural	Asphalt	County Forces	6/2014	6/2016	\$ 5,500	\$ -	\$ 110,000	\$ 115,500	\$ 92,400	\$ 23,100
11	CR 209	Entire Road	3.345 Miles Seal Coat	2-lane Rural	Asphalt	County Forces	6/2014	6/2016	\$ 8,363	\$ -	\$ 167,250	\$ 175,613	\$ 140,480	\$ 35,123
12	CR 405	CR 401 to CR 402	1.058 Miles - Paving 2 course	2-lane Rural	Caliche	County Forces	6/2014	6/2016	\$ 5,348	\$ -	\$ 126,960	\$ 133,308	\$ 106,848	\$ 26,482
13	CR 404	Hwy 18 East	4.8 Miles - Seal Coat	2-lane Rural	Asphalt	County Forces	6/2014	6/2016	\$ 12,000	\$ -	\$ 240,000	\$ 252,000	\$ 201,800	\$ 50,400
14									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
									\$ 2,558,126	\$ 2,046,500	\$ 511,025			

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens 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