

THE STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 13th day of October, 2014, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

- | | |
|--------------------|--|
| Bonnie Leck | County Judge |
| Billy Stevens | Commissioner, Precinct No. 1 |
| Robbie Wolf | Commissioner, Precinct No. 2 |
| Randy Neal | Commissioner, Precinct No. 3 |
| Billy Ray Thompson | Commissioner, Precinct No. 4 |
| Shethelia Reed | County Clerk and Ex-Officio
Clerk of Commissioners' Court |

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

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

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

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

Following discussion regarding burn ban in unincorporated areas of Winkler County, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to lift burn ban in unincorporated areas of Winkler County, for ranching and agriculture purposes only, beginning Monday, October 13, 2014 and expiring on Thursday, October 30, 2014, at which time the burn ban will be reinstated. Anyone fitting this criteria needs to call the Sheriff's Department at 432/586-5508, prior to burning, to inform them as to when and where they will be burning. Extreme caution should be taken at all times during their burns; which motion became an order of the Court upon the following vote:

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

Agenda item regarding approving exception to burn ban for Kerry Anthony to burn brush piles was not needed at this time.

At this time Judge Leck introduced Robert A. (Bob) Pascasio to the Court as the new Interim Winkler County Memorial Hospital Administrator.

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve IGT payment in the approximate amount of \$260,000.00 from budgeted Winkler County Memorial Hospital funds for reimbursement of approximately \$600,000.00, pending notification from Texas Department of State Health Services; 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 Proclamation expressing appreciation to the Texas Legislature, the Governor of Texas, the Texas Transportation Commission and the Texas Department of Transportation for their creation and support of the County Transportation Infrastructure Fund grant program; which motion became an order of the Court upon the following vote:

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

PROCLAMATION

**EXPRESSING APPRECIATION TO THE TEXAS LEGISLATURE, THE
GOVERNOR OF TEXAS, THE TEXAS TRANSPORTATION
COMMISSION, AND THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THEIR CREATION AND SUPPORT OF THE
COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT
PROGRAM.**

WHEREAS, the 83rd Texas Legislature passed SB 1747 authorizing \$225 million to be granted to the State's counties to aid in the improvement and repair of county roads affected by increased oil and gas production; and

WHEREAS, Governor Rick Perry signed SB 1747 on June 14, 2013; and

WHEREAS, the Texas Department of Transportation ("TxDOT") has worked diligently to award these grant funds through the County Transportation Infrastructure Fund ("TIF") Grant Program; and

WHEREAS, Winkler County has received a TIF grant award to improve and repair county roads.

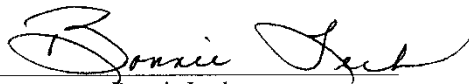
**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT
OF WINKLER COUNTY, TEXAS, THAT:**

We, the members of the Commissioners' Court of Winkler County, as representatives of the County's residents and business community, commend and thank the members of the Texas Legislature, the Governor of Texas, the Texas Transportation Commission, and the Texas Department of Transportation for their commitment to the essential infrastructure and economic development of our great State.

The County expresses its appreciation to State Senator Kel Seliger and State Representative Tryon D. Lewis in recognizing the local needs of the County.

The County greatly appreciates the assistance granted by the State and the State's recognition of the need for county road repair and improvement. We encourage the State to consider continued funding of the County TIF program in recognition of the impact oil and gas activities have on county infrastructure.

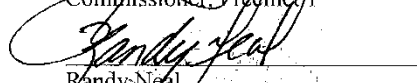
ADOPTED THIS THE 13TH DAY OF OCTOBER, 2014, BY THE COMMISSIONERS' COURT OF WINKLER COUNTY, TEXAS.



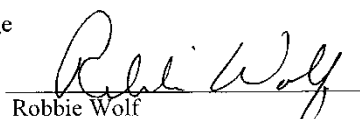
Bonnie Leck
Winkler County Judge



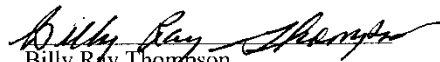
Billy J. Stevens
Commissioner, Precinct 1



Randy Neal
Commissioner, Precinct 3

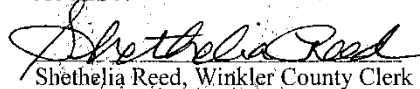


Robbie Wolf
Commissioner, Precinct 2



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 request of Melissa Bejarano to use Recreation Center at County Park in Kermit for birthday party on Saturday, October 18, 2014; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Poly Quiroz to use Recreation

Center at County Park in Kermit for birthday party on Saturday, November 01, 2014; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Jennifer Prieto to use Recreation Center at County Park in Kermit for birthday party on Saturday, November 08, 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 funds from Routine Airport Maintenance Plan Grant in the amount of \$1,846.00 from Texas Department of Transportation for Winkler County Airport; 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 Texas "J" Regional Advisory Council EMS Trauma Care System Funds in the amount of \$7,259.00 for Winkler County EMS and approve expenditure of said funds for supplies and laryngoscopes; 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 Texas "J" Regional Advisory Council EMS Trauma Care System Funds in the amount of \$5,670.00 for Winkler County EMS – Loving County and approve expenditure of said funds for supplies and laryngoscopes; which motion became an order of the Court upon the following vote:

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

Following recommendation from County Attorney, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept Settlement and Release Agreement between Winkler County and Plains Pipeline, L.P. regarding construction of road crossings on County Roads 205, 206 and 211 and funds in the amount of \$7,500.00 from Plains Pipeline, L.P., with said funds being deposited into lateral road fund; which motion became an order of the Court upon the following vote:

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

SETTLEMENT AND RELEASE AGREEMENT

A. PARTIES

The Parties to this Settlement and Release Agreement are Winkler County, Texas and Plains Pipeline, L.P.

B. CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

WHEREAS, a "dispute" has arisen between Winkler County and Plains Pipeline, L.P., regarding construction of road crossings on county roads 205, 206, and 211; and

WHEREAS, the parties executed a Pipeline Construction and Indemnity Contract with regard to county roads 205 and 206, said executed contract attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the parties did not execute a Pipeline Construction and Indemnity Contract with regard to county road 211, said proposed contract attached hereto as Exhibit "B" and incorporated by reference; and

WHEREAS, the "dispute" between the parties is more completely described as 1) differences of opinion between the parties regarding the method of work required by the Executed Pipeline and Indemnity Contract (Exhibit "A"), and 2) work performed by Plains Pipeline on county road 211 prior to the execution of the Pipeline Construction and Indemnity Contract (Exhibit "B").

WHEREAS, this Settlement Agreement, and the execution hereof, does not, and is not intended to be, construed to be, or is an admission of any fault or wrongdoing by or on behalf of Winkler County or Plains Pipeline, L.P., all such claims having been expressly denied, and the parties continue to deny the same; and

WHEREAS, all provisions of this Settlement Agreement and Mutual Release are contractual in nature, and not mere recitals only; and

WHEREAS, the purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and release, as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the incorporation of the above Recitals, the parties hereto agree as follows:

C. PERSONS AND ENTITIES BOUND BY THIS SETTLEMENT AGREEMENT

1. Winkler County understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon Winkler County and upon all representatives, successors and assigns of Winkler County.

2. Plains Pipeline, L.P. understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon Plains Pipeline, L.P. and upon all representatives, successors and assigns of Plains Pipeline, L.P.

3. Winkler County represents and warrants that Winkler County has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

4. Plains Pipeline, L.P. represents and warrants that Plains Pipeline, L.P. has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

D. CONSIDERATION

- In consideration of the total sum of \$7,500.00 (Seven Thousand Five Hundred and No/100 Dollars) from Plains Pipeline, L.P., the receipt and sufficiency of which is hereby acknowledged by Winkler County, and in consideration of the mutual agreements, conditions, representations, warranties, recitals, covenants and statements of intention contained herein, Winkler County hereby accepts the above-referenced payment in full settlement, compromise and release of all claims as arising out of or in connection with the dispute, pursuant to this Settlement Agreement, against Plains Pipeline, L.P.
- Plains Pipeline, L.P. shall tender such sum in the following manner: upon execution

of this Agreement, Plains Pipeline, L.P. shall deliver the signed agreement and a check for the total amount of the settlement sum, payable to Winkler County.

3. Upon receipt of the signed agreement and settlement funds from Plains Pipeline L.P., Winkler County shall execute the agreement and return a copy of the Agreement to Plains Pipeline, L.P.

4. Each party agrees to be solely responsible for the payment of their respective attorney's fees, court costs, expert witness fees, court reporter's fees, and all other expenses incurred on said party's behalf as a result of or in connection with the dispute and/or this Settlement Agreement.

F. MUTUAL RELEASE

Winkler County and Plains Pipeline, L.P., hereby covenant, agree and consent to the following:

1. The intent of the parties hereto is that each person or entity executing this Settlement Agreement shall, by reason of such execution, be entirely free of any and all actual or potential claims, suits, demands, causes of action, charges or grievances of any kind or character, regardless of the nature or extent of the same, arising out of the dispute.

2. Winkler County hereby fully and finally RELEASES, ACQUITS, AND FOREVER DISCHARGES Plains Pipeline, L.P. (any of Plains Pipeline, L.P.'s representatives), and Winkler County further covenants not to assert in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Winkler County against Plains Pipeline, L.P., and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the dispute.

3. Plains Pipeline, L.P., hereby fully and finally RELEASES, ACQUITS, AND FOREVER DISCHARGES Winkler County (and Winkler County's representatives), and Plains Pipeline, L.P. further covenants not to assert in any manner against any of such persons or entities

released hereby, any and all actual or potential claims held by Plains Pipeline, L.P. against Winkler County and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the dispute.

F. EXPRESS DENIAL OF LIABILITIES

Winkler County and Plains Pipeline, L.P. and/or their representatives, understand and agree that no payment made nor released pursuant to the terms of the Settlement Agreement, or other consideration given shall be intended to be, nor shall be construed to be, an admission of liability and any and all such liability is expressly denied.

G. GOVERNING LAW

This Settlement Agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Settlement Agreement shall lie in Winkler County, Texas.

H. FULL UNDERSTANDING AND AGREEMENT

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE (INCLUDING EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

EXECUTION AND EFFECTIVE DATE

This Settlement Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this Settlement Agreement and Mutual Release on the dates set forth opposite their names, to be effective as of the date of the latter signature.

Bonnie Leek
Bonnie Leek
County Judge of Winkler County,
Winkler County

On this 24th day of September, 2014, before me, the undersigned notary public, personally appeared Bonnie Leek, known to me to be the person whose name is subscribed to the within instrument and acknowledged that Bonnie Leek executed the same for the purposes therein contained.

Brenda L. Barron
Notary Public, State of Texas



George N. Polydoros Jr.
George N. Polydoros Jr., Vice President
of Plains Pipeline, L.P. GP LLC, general partner of
Plains Pipeline, L.P.

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

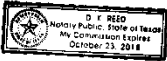
Notary Public, State of Texas

Page 5 of 5

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 19th day of September, 2014, by George N. Polydoros Jr., as Vice President for Plains GP LLC, general partner of Plains Pipeline, L.P., a Texas limited partnership (the "Partnership"), on behalf of Plains GP LLC and the Partnership.



D.K. Reed
Notary Public in and for the State of Texas
My Commission Expires: _____

Winkler County
P.O. Drawer O
Remitt, Texas 79745
432.558.6564

Plains Marketing, L.P.
Houston, TX
09/16/2014
24953

SA-Winkler County 18208
PROJECT LOCATION
CITY
STATE

DESCRIPTION
\$7,500.00 Paid for a settlement agreement with Winkler County regarding the
County Road 211. A flat fee of \$7,500.00

FORM 100-1

PLAINS PIPELINE, L.P.

Dustin Borton
Eud Representative
Southwestern Division
10 Dista Drive, Suite 550E
Midland, Texas 79705

Plains GP LLC
General Partner
Phone: 432.251.7173
Cellular: 432.246.0961
duborton@plainslp.com

Following recommendation from County Attorney, a motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve funds Settlement and Release Agreement between Winkler County and Centurion Pipeline, L.P. regarding construction of road crossing on County Road 405 and authorize County Judge to sign same; which motion became an order of the Court upon the following vote:

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

SETTLEMENT AND RELEASE AGREEMENT

PARTIES

The Parties to this Settlement and Release Agreement are Winkler County, Texas and Centurion Pipeline L.P.

CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

WHEREAS, a "dispute" has arisen between Winkler County and Centurion Pipeline L.P., regarding construction of a road crossing on county road 405 prior to the execution of a Pipeline Construction and Indemnity Agreement, and

WHEREAS, this Settlement Agreement, and the execution hereof, does not, and is not intended to be, construed to be, or is an admission of any fault or wrongdoing by or on behalf of Winkler County or Centurion Pipeline L.P., all such claims having been expressly denied, and the parties continue to deny the same; and

WHEREAS, all provisions of this Settlement Agreement and Mutual Release are contractual in nature, and not mere recitals only; and

WHEREAS, the purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and release, as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the incorporation of the above Recitals, the parties hereto agree as follows:

PERSONS AND ENTITIES BOUND BY THIS SETTLEMENT AGREEMENT

Winkler County understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon Winkler County and upon all representatives, successors and assigns of Winkler County

Centurion Pipeline L.P. understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon Centurion Pipeline L.P. and upon all representatives, successors and

assigns of Centurion Pipeline L.P.

Winkler County represents and warrants that Winkler County has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

Centurion Pipeline L.P. represents and warrants that Centurion Pipeline L.P. has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

CONSIDERATION

In consideration of the total sum of \$2,500.00 (Two Thousand Five Hundred Dollars) from Centurion Pipeline L.P., the receipt and sufficiency of which is hereby acknowledged by Winkler County, and in consideration of the mutual agreements, conditions, representations, warranties, recitals, covenants and statements of intention contained herein, Winkler County hereby accepts the above-referenced payment in full settlement, compromise and release of all claims arising out of or in connection with the dispute, pursuant to this Settlement Agreement, against Centurion Pipeline L.P.

Centurion Pipeline L.P. shall tender such sum in the following manner: upon execution of this Agreement, Centurion Pipeline L.P. shall deliver the signed agreement and a check for the total amount of the settlement sum, payable to Winkler County.

Upon receipt of the signed agreement and settlement funds from Centurion Pipeline L.P., Winkler County shall execute the agreement and return a copy of the Agreement to Centurion Pipeline, L.P.

Each party agrees to be solely responsible for the payment of their respective attorney's fees, court costs, expert witness fees, court reporter's fees, and all other expenses incurred on said party's behalf as a result of or in connection with the dispute and/or this Settlement Agreement.

MUTUAL RELEASE

Winkler County and Centurion Pipeline L.P., hereby covenant, agree and consent to the following:

The intent of the parties hereto is that each person or entity executing this Settlement Agreement shall, by reason of such execution, be entirely free of any and all actual or potential claims, suits, demands, causes of action, charges or grievances of any kind or character, regardless of the nature or extent of the same, arising out of the dispute.

Winkler County hereby fully and finally RELEASES, ACQUITS, AND FOREVER DISCHARGES Centurion Pipeline L.P. (any of Centurion Pipeline, L.P.'s representatives), and Winkler County further covenants not to assert in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Winkler County against Centurion Pipeline L.P., and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the dispute.

Centurion Pipeline L.P. hereby fully and finally RELEASES, ACQUITS, AND FOREVER DISCHARGES Winkler County (and Winkler County's representatives), and Centurion Pipeline L.P. further covenants not to assert in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Centurion Pipeline L.P. against Winkler County and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the dispute.

EXPRESS DENIAL OF LIABILITIES

Winkler County and Centurion Pipeline L.P. and/or their representatives, understand and agree that no payment made nor released pursuant to the terms of the Settlement Agreement, or other consideration given shall be intended to be, nor shall be construed to be, an admission of liability and any and all such liability is expressly denied.

GOVERNING LAW

This Settlement Agreement shall be construed in accordance with the governing laws of the State of

Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Settlement Agreement shall lie in Winkler County, Texas.

FULL UNDERSTANDING AND AGREEMENT

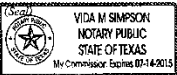
EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE (INCLUDING EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

EXECUTION AND EFFECTIVE DATE

This Settlement Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this Settlement Agreement and Mutual Release on the dates set forth opposite their names, to be effective as of the date of the latter signature.

[SIGNATURE AND ACKNOWLEDGEMENT PAGE TO FOLLOW]

STATE OF TEXAS §
COUNTY OF WINKLER §
On this 13th day of October, 2014, before me, the undersigned Notary Public, personally appeared Bonnie Lock, known to me to be the person whose name is subscribed to the within instrument and acknowledged that Bonnie Lock executed the same for the purposes therein contained.



Bonnie Lock
Bonnie Lock
County Judge of Winkler County
Winkler County, Texas

CENTURION PIPELINE L.P.
BY CENTURION PIPELINE GP, INC.
ITS GENERAL PARTNER
By [Signature]
Name: Christopher L. Cantrell
Title: Attorney in Law

STATE OF TEXAS §
COUNTY OF HARRIS §
This instrument was acknowledged before me on this 11th day of October, 2014, by [Signature] of Centurion Pipeline GP, Inc., a Delaware corporation, on behalf of said corporation, as General Partner of Centurion Pipeline L.P., a Delaware limited partnership, on behalf of said limited partnership.



Rachel Anderson
Notary Public, State of Texas

PAYMENT DOCUMENT

WINKLER COUNTY CLERK
PO BOX 1007
KERMIT, TX 79745

Accepted by C's Ch. 11-10-14

DATE	CHECK NO.
27-Oct-14	10000586

DATE	AMOUNT	DESCRIPTION	PO NUMBER	COMPANY	DISCOUNT	NET
27-Oct-14	2,500.00	WINKLER COUNTY ROAD CROSSING PIPELINE CONSTRUCTION HALLET LAKE PLANTING SYSTEM				2,500.00
TOTAL						\$2,500.00

EXACTLY: Two thousand five hundred and 00/100 Dollars

PAY TO THE ORDER OF
WINKLER COUNTY CLERK
PO BOX 1007
KERMIT, TX 79745

DATE: 27-Oct-14 US DOLLARS CHECK AMOUNT: \$2,500.00

[Signature]

AUTHORIZED SIGNATURE

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to place District Judge's Order appointing First Assistant County Auditor and Assistant County Auditor for period beginning September 23, 2014 and ending September 22, 2016 in Minutes of Commissioners' Court; which motion became an order of the Court upon the following vote:

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

IN THE MATTER OF THE APPOINTMENT OF
A FIRST ASSISTANT COUNTY AUDITOR
FOR WINKLER COUNTY, TEXAS
IN THE DISTRICT COURT OF THE
109TH JUDICIAL DISTRICT

COPY

Page 2
Appointment of a First Assistant
County Auditor for Winkler County

On this the 8th day of October, 2014, it being made to appear:

1. That there is a necessity requiring the appointment of an assistant auditor of accounts and finances for said county, the title of said office to be "FIRST ASSISTANT COUNTY AUDITOR OF WINKLER COUNTY, TEXAS".

2. That Renee Suzanne Treadwell is a resident of Winkler County, Texas, that she is a woman of unquestionable good moral character and intelligence, thoroughly competent to perform the duties as may be assigned to her; with at least two years experience in auditing and accounting;

3. That it is to the interest of Winkler County, Texas, and the expeditious transaction of its business that the identity of the person to serve as First Assistant County Auditor of Winkler County, Texas, be immediately made known and declared.

THEREFORE, IT IS HEREBY ORDERED that the said Renee Suzanne Treadwell of Kermit, Winkler County, Texas, be and she is here and now appointed as First Assistant County Auditor of Winkler County, Texas, in accordance with the Texas Local Government Code, Section 84.051. This appointment to be for a period beginning September 23, 2014, and ending September 22, 2016, all in accordance with the provisions of the hereinabove cited statute. said appointment to become effective upon the said Renee Suzanne Treadwell executing bond and taking oath as such First Assistant County Auditor as required by law.

THEREFORE, IT IS FURTHER ORDERED that the said Renee Suzanne Wolf shall be and hereby is authorized to act for the County Auditor during any absence or unavoidable detention of the County Auditor. It is further ordered that the First Assistant County Auditor shall be authorized to discharge such duties as may be assigned to her by the County Auditor and provided by law.

The annual compensation of such First Assistant County Auditor for her services under this order of appointment shall be determined by the County Auditor and District Judge of Winkler County, Texas, during the time for which the said appointment of the First Assistant County Auditor of Winkler County, Texas, shall run. Such annual salary to be paid from the General Fund of said Winkler County, Texas, and paid monthly or by any other distribution at the option of the county.

The said Renee Suzanne Treadwell, within or before the effective date hereof, and before she enters upon the duties of her office hereunder, shall make a good and sufficient surety bond, as provided by law, in the minimum sum of Five Thousand and No/100 Dollars (\$5,000) payable to the County Auditor of Winkler County, Texas, conditioned upon the faithful performance of her duties, such bond to be approved by the County Auditor of Winkler County, Texas. She shall also take the official oath and an additional one in writing stating that she is in every way qualified under the provisions and requirements of this title and giving fully the positions of private or public trust she has heretofore held and the length of service under each. She shall further include in her oath that she will not be personally interested in any contracts with the County of Winkler, Texas.

This Order shall be recorded in the Minutes of the District Court of Winkler County, Texas, 109th Judicial District of Texas, and the Clerk thereof shall certify the same for observance, to the Commissioners Court Minutes of Winkler County, Texas. The Clerk shall likewise certify the same to the said Renee Suzanne Treadwell that she may know of her appointment under this Order and of the things required of her to be done before entering upon the discharge of the duties incumbent upon her by virtue of this appointment.

SIGNED AND ORDERED at Kermit, Winkler County, Texas, this the 8th day of October, 2014:

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

Rhonda Rejean Wilhelm
Rhonda Rejean Wilhelm
County Auditor
Winkler County, Texas

FILED
THE 8th DAY OF Oct 2014
AT 2:50 PM
SHERIFF DEAN WILKINSON
WINKLER COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF WINKLER

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

August 1990-Present	Winkler County
1st Assistant Auditor	Kermit, Texas
August 1986-August 1990	Winkler County
Assistant Auditor	Kermit, Texas
October 1982-July 1976	Western National Bank
Book Keeper	Kermit, Texas
January 1982-June 1982	Robison, Johnston & Patton
Bookkeeper	Kermit, Texas
March 1987-February 1990	Petco Distributing
Office Clerk	Odessa, Texas

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

Renee Treadwell
Renee Suzanne Treadwell

FILED
THE 8th DAY OF Oct 2014
AT 2:50 PM
SHERIFF DEAN WILKINSON
WINKLER COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF WINKLER

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

SIGNED TO AND SUBSCRIBED BEFORE ME, this the 8th day of October 2014.

Notary Public
State of Texas

IN THE MATTER OF THE APPOINTMENT OF
ASSISTANT COUNTY AUDITOR FOR
WINKLER COUNTY, TEXAS
IN THE DISTRICT COURT OF WINKLER COUNTY, TEXAS
109TH JUDICIAL DISTRICT

COPY

NOW comes Rhonda Rejean Wilhelm, Winkler County Auditor, and submits her list of the assistants sought to be appointed, their duties, qualifications and experience, such list being attached hereto as Exhibit "A". Said Rhonda Rejean Wilhelm hereby certifies that the list of assistants, their duties, qualifications, experience and their salaries to be paid to each are true and correct in every respect, and further represents that she will answer all inquiries concerning the qualifications of the persons named, the positions sought to be filled and the reasonableness of the salaries requested.

Rhonda Rejean Wilhelm
Rhonda Rejean Wilhelm
County Auditor
Winkler County, Texas

ORDER

On this 8th day of October, 2014, the Court having fully considered the above request of the County Auditor of Winkler County, Texas, for the appointment of assistants and having further fully made all necessary inquiries concerning the qualifications of the persons named, the positions sought to be filled, and, after due consideration, the Court finds and does ORDER that all assistants listed on the attached Exhibit "A" are qualified for the positions sought to be filled, and that each position sought to be filled is necessary.

IT IS, THEREFORE ORDERED, that each person named on the attached Exhibit "A" is hereby appointed as an Assistant Winkler County Auditor and that Exhibit "A" is hereby certified to the Commissioners Court of Winkler County, Texas.

IT IS FURTHER ORDERED that the Commissioners Court of Winkler County, Texas, shall order the salaries paid from the General Fund of Winkler County, Texas, upon the performance of services by said Assistant Winkler County Auditors.

SIGNED AND ORDERED this 8th day of October, 2014.

FILED
THE 8th DAY OF Oct 2014
AT 2:50 PM
SHERIFF DEAN WILKINSON
WINKLER COUNTY, TEXAS

Martin B. Muncy, Judge
109th Judicial District

THE STATE OF TEXAS
COUNTY OF WINKLER

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

August 1999-Present Assistant County Auditor	Winkler County Kermit, Texas
October 1998-August 1999 Purchasing Agent	Winkler County Memorial Hospital Kermit, Texas
August 1995-June 1998 Central Supply Clerk	Rural Home Health Kermit, Texas
September 1989-August 1995 Business Office Manager	Kermit HealthCare Center Kermit, Texas
June 1983-October 1988 Bookkeeper, Secretary	McGuire Motor Co. Kermit, Texas

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

Brenda L. Barron
Brenda L. Barron

THE STATE OF TEXAS
COUNTY OF WINKLER

BEFORE ME, the undersigned authority, on this day personally appeared Brenda L. Barron, who being duly sworn, states on oath that she executed the foregoing instrument for the purpose of presenting her application for the use and information of the honorable Rhonda Rejean Williams; and, that it is, within the knowledge of the said Brenda L. Barron just, true and correct, and that she executed it for the purpose there n stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 8th day of October, 2014.



(Seal)

Renee Trudwell
Notary Public
State of Texas

FILED
THIS 8th DAY OF OCTOBER 2014
AT 2:50 PM
SHERRY TERRY, CLERK OF DISTRICT COURT
WINKLER COUNTY, TEXAS

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to place District Judge's Order concerning salary, longevity pay and office expenses to be paid to the Winkler County Auditor and salaries and longevity pay to be paid to Assistant Auditors in Minutes of Commissioners' Court; which motion became an order of the Court upon the following vote:

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

COPY

IN THE DISTRICT COURT OF WINKLER COUNTY, TEXAS
109TH JUDICIAL DISTRICT OF TEXAS
IN THE MATTER OF THE COMPENSATION TO BE PAID THE
WINKLER COUNTY AUDITOR AND ASSISTANT AUDITORS

WHEREAS, LOCAL GOVERNMENT CODE, Title 5, Subtitle B, Chapter 152, Subchapter C (152.031, 152.034) amended by Acts of the 71st Legislature, 1989, and Title 3, Subtitle B, (84.021) Acts of the 70th Legislature, 1987, authorizes the setting of salary and expenses of the County Auditor and the salaries of Assistants to the County Auditor.

NOW, THEREFORE, IT IS HEREBY ORDERED that the salary of the County Auditor is fixed and determined by the Court at Sixty Seven Thousand Two Hundred Eighty Seven and No/100 Dollars (\$67,287.00) per annum plus longevity pay as approved and allowed by the Commissioners Court. Said salary shall be paid to her in twelve equal monthly installments, or by any other distribution at the option of the county effective January 1, 2015.

FURTHER, this court sets continuing education and travel expenses for the County Auditor's office at \$4,500.00 per annum for dues and attendance to seminars, conferences, workshops, area meetings and miscellaneous travel necessary to the performance of the official duties. the amount of expenses to be paid by reimbursement of actual expenses and direct payment through the Commissioners Court.

AND FURTHER, this Court allows \$3,200.00 for supplies and operating expenses, \$1,350.00 for telephone expenses, and \$500.00 for postage. Fringe benefits allowed for the County Auditor and Assistants will be the same as all county employees receive, as approved, allowed and paid by the Commissioners Court. Specifically, those benefits include premiums for health and dental coverage, contributions to Social Security and Medicare, and the retirement plan with the Texas County & District Retirement System. These benefits also include workers' compensation and other insurance that covers county employees. All of these items are considered as part of the County Auditor's budget.

IT IS FURTHER ORDERED by the Court that the Assistant County Auditors of Winkler County shall be paid as follows: the sum of Forty Thousand Three Hundred Seventy Three and No/100 Dollars (\$40,373.00) per annum, payable in 26 equal installments, plus appropriate longevity as approved and allowed by the Commissioners Court, shall be paid to Renee Trudwell, First Assistant; and the sum of Thirty Three Thousand One Hundred Fifteen and No/100 Dollars (\$33,115.00) per annum, payable in 26 equal installments, plus appropriate longevity as approved and allowed by the Commissioners Court, shall be paid to Brenda Barron, Assistant.

FILED
THIS 8th DAY OF OCTOBER 2014
AT 2:50 PM
SHERRY TERRY, CLERK OF DISTRICT COURT
WINKLER COUNTY, TEXAS

WINKLER COUNTY AUDITOR
COMPENSATION
Page 2

THIS ORDER shall be copied in the minutes of the District Court of Winkler County, Texas, and a certified copy thereof shall be delivered to the County Clerk of Winkler County, Texas, for copying in the records of the Commissioners Court of Winkler County, Texas, and called to the attention of the members thereof.

SIGNED at Kermit, Texas, on the 8th day of October, 2014.

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

THE STATE OF TEXAS
COUNTY OF WINKLER

I, Sherry Terry, Clerk of the District Court in and for Winkler County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original Order of the Court setting the salaries of the Winkler County Auditor and Assistant Auditors, effective January 1, 2015 as the same appears on record in my office Volume _____ at page _____, Civil Minutes of said District Court.

GIVEN under my hand and seal of office this the 8th day of October, 2014.

Sherry Terry
Sherry Terry
District Clerk
Winkler County, Texas



A motion was made by Commissioner Neal and seconded by Commissioner Thompson to enter asset forfeiture report of Winkler County District Attorney in Minutes of Commissioners' Court in accordance with Article 59.06, Code of Criminal Procedure, V.T.C.A.; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

FY 2014

CHAPTER 59 ASSET FORFEITURE REPORT

BY ATTORNEY REPRESENTING THE STATE

Agency Name

109th Judicial District Attorney

Reporting Period

09-01-2013 to 08-31-2014

Agency Mailing Address

P.O. Box 1041

Example

6900131 to 08/31/14

Address

Kermit, Texas 79745

Phone Number

432-586-3700

County

Winkler/Crene

Email Address

joann.lujan@co.winkler.tx.us

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance

\$ 1,491.62

B) Seizures During Reporting Period

1) Amount seized by employees of your agency

\$

2) Amount seized by other agencies

\$

C) Forfeitures Pending Plead for All Agencies You Represent

\$

D) Forfeitures Pending for All Agencies You Represent

\$

E) Unsettled Amount on Seized Funds During Reporting Period

\$ 1,78

F) Amount Returned to Forfeiture Recipient

\$

G) Amount Transferred to Forfeiture Account

\$

H) Other Receipts/Disbursements

\$

I) Ending Balance

Institution: Add lines A, B(1), B(2), E and H subtract lines F and G; put total in line I

\$ 1,493.36

II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance

\$ 10,422.20

B) Amount Forfeited For All Agencies You Represent and Confirmed by Local Agencies

1) Amount Forfeited and Transferred to All Agencies Confirmed by Local Agencies

\$

2) Amount Forfeited and Received by Your Agency

\$ 253.00

C) Interest Earned on Forfeited Funds During Reporting Period

\$ 5.27

Page: 1

D) Amount Awarded For All Agencies You Represent Pursuant to 59.022 (9)(1)

\$

1) Amount Awarded and Transferred to All Agencies Pursuant to 59.022 (9)(1)

\$

2) Amount Awarded and Received by Your Agency Pursuant to 59.022 (9)(1)

\$

E) Amount Awarded For All Agencies You Represent Pursuant to 59.023(a)

1) Amount Awarded and Transferred to All Agencies Pursuant to 59.023(a)

\$

2) Amount Awarded and Received by Your Agency Pursuant to 59.023(a)

\$

F) Proceeds Received by Your Agency From Sale of Forfeited Property

\$

G) Amount Received in Crime Victims

\$

H) Other Reconciliation Items

\$

I) Total Expenditures of Forfeited Funds During Reporting Period

\$

J) Ending Balance

Institution: Add lines A, B(1), C, D(1), B(2), F, and H subtract lines G and I; place total in line J

\$ 10,980.47

III. OTHER PROPERTY

Please Note: show closed for a number, as a category amount. For example: 4 pending, 3 seized, 12 new

MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)

REAL PROPERTY (Check each parcel owned as of 8/31/14)

COMPUTERS (Include laptop and attached system components such as printers and monitors as one item)

PERGAMENS (Include only documents owned by forfeitor under Chapter 59. Do not include weapons disposed of under Chapter 59)

OTHER (Include disbursements)

Pending for all agencies at beginning of reporting period

Seized by your agency during reporting period

New purchases filed for all agencies during reporting period

Forfeited to your agency during reporting period

Put into service by your agency during reporting period

Pending for all agencies at end of reporting period

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicles

\$

#

B) Real Property

\$

#

C) Computers

\$

#

Page: 2

Form 59-01-01

Page: 1

Form 59-01-01

Page: 2

D) Payments

\$

#

E) Other

\$

#

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A) Motor Vehicles

\$

#

B) Real Property

\$

#

C) Computers

\$

#

D) Firearms

\$

#

E) Other

\$

#

VI. EXPENDITURES

A) SALARIES

1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)

\$

2. Salary Budgeted Solely From Forfeited Funds

\$

3. Number of Employees Paid Using Forfeiture Funds

#

4. TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS

\$

B) OVERTIME

1. For Employees Budgeted by Governing Body

\$

2. For Employees Budgeted Solely out of Forfeiture Funds

\$

3. Number of Employees Paid Using Forfeiture Funds

#

4. TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS

\$

C) EQUIPMENT

1. Vehicles

\$

2. Computers

\$

3. Protective Body Armor, Personal Equipment

\$

4. Peripherals

\$

5. Software

\$

6. Maintenance Parts

\$

7. Uniforms

\$

8. AS Related Costs

\$

9. Vehicle and Equipment for Logistics

\$

10. Other (Provide Detail on Additional Sheet)

\$

11. TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS

\$

D) SUPPLIES

1. Office Supplies

\$

Page: 3

Form 59-01-01

Page: 2

1. Mobile Phone and Data Account Fees

\$

2. Internet

\$

3. Legal Library Supplies and Account Fees

\$

4. Other (Provide Detail on Additional Sheet)

\$

5. TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS

\$

F) TRAVEL

1. In State Travel

a) Transportation

\$

b) Meals & Lodging

\$

c) Mileage

\$

d) Incidental Expenses

\$

e) Total In-State Travel

\$

2. Out of State Travel

a) Transportation

\$

b) Meals & Lodging

\$

c) Mileage

\$

d) Incidental Expenses

\$

e) Total Out of State Travel

\$

3. TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS

\$

G) TRAINING

1. Fees (Conferences, Seminars)

\$

2. Materials (Books, CDs, Videos, etc.)

\$

3. Other (Provide Detail on Additional Sheet)

\$

4. TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS

\$

H) INVESTIGATIVE COSTS

1. Informant Fees

\$

2. Buy Money

\$

3. Lab Expenses

\$

4. Other (Provide Detail on Additional Sheet)

\$

5. TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS

\$

I) PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (DONATIONS) (Payments to Articles 59.06 (b) (3)(a), (b), (3), (d), (e) (1) & (2))

1. Total Prevention/Treatment Programs (Payments to 59.06 (b) (3)(a), (b), (3), (d), (e) (1) & (2))

\$

2. Total Financial Assistance (Payments to Article 59.06 (a) and (c))

\$

Page: 4

Form 59-01-01

Page: 3

Form 59-01-01

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10

10-13-2014

7 Total Donations (pursuant to Articles 58.06-58.07) \$

8 TOTAL PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (pursuant to Articles 59.06-59.07(a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z)) \$

9 FACILITY COSTS

1 Building Purchase \$

2 Lease Payments \$

3 Renovation \$

4 Maintenance Costs \$

5 Utilities \$

6 Other (Provide Detail on Additional Sheet) \$

7 TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS \$

8 MISCELLANEOUS FEES

1 Court Costs \$

2 Hearing Fees \$

3 Interpreter \$

4 Witness Fees (including travel and security) \$

5 Audio Costs and Fees (including audio preparation and transcription fees) \$

6 State Bar Fees and Legal Association dues \$

7 Legal Library Supplies and Access Fees \$

8 Other (Provide Detail on Additional Sheet) \$

9 TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS \$

10 PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION

1 Total paid to State Treasury due to lack of local agreement pursuant to 59.06(a) \$

2 Total paid to State Treasury due to participating in a state fund established in accordance with 59.06(c)(1) \$

3 Total paid to General Fund pursuant to 59.06(c)(2) - Texas Department of Public Safety only \$

4 Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06(f) \$

5 TOTAL PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS \$

11 TOTAL PAID TO COOPERATING AGENCIES PURSUANT TO LOCAL AGREEMENT \$

12 TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES (provide detailed descriptions on additional sheets and attach to this report) \$

Form DSHS 5010-2 Page 1

8 TOTAL EXPENDITURES \$

NOTE: BOTH CERTIFICATIONS MUST BE COMPLETED

AUDITOR/TREASURER/ACCOUNTING PROFESSIONAL/RESPONSIBLE OFFICIAL CERTIFICATION

I swear or affirm that the Commissioners Court, City Council or Agency Head (if no governing body) has requested that I conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the information contained in this report is true and correct.

AUDITOR, TREASURER, ACCOUNTING PROFESSIONAL, or RESPONSIBLE OFFICIAL (Printed Name): Jo Ann Lujan

TITLE: Administrative Assistant

SIGNATURE: [Signature]

DATE: September 9, 2014

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

ATTORNEY REPRESENTING THE STATE (Printed Name): Dorothy A. Volguin

SIGNATURE: [Signature]

DATE: September 9, 2014

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kara Richardson
(512)461-1591
Chapter59AdminReport@texasattorneygeneral.gov

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

Form DSHS 5010-2 Page 2

DISTRICT ATTORNEY'S FORFEITURE HOLDING ACCOUNT			
ACCOUNT RECONCILIATION 9/1/13-8/31/14			
	WINKLER COUNTY	CRANE COUNTY	
BALANCES AS OF 9/1/13	\$8,363.78	\$2,078.42	
INTEREST EARNED	\$3.95	\$1.32	
FORFEITURES		\$653.00	
J. GONZALES			
TOTAL DEPOSITS AND VOIDED CHECK	\$8,367.73	\$2,612.74	
LESS DISBURSEMENTS:			
TOTAL DISBURSEMENTS	\$0.00	\$0.00	
BALANCE AS OF 8/31/14	\$8,367.73	\$2,612.74	
TOTAL BALANCE 8/31/13		\$10,980.47	

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to receive Road and Bridge Report and enter same in Minutes of Commissioners' Court; which motion became an order of the Court upon the following vote:



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

COUNTY OF WINKLER COMMISSIONERS' ROAD REPORT PRECINCT NUMBER: 2


LIST of County Roads by Name and/or Number	Road Condition (Good, Fair, Poor)	Cause of Degradation	Culvert Condition (Good, Fair, Poor)	Bridges Condition (Good, Fair, Poor)	Length of Road in 10th Miles
John	Fair	Paved. Normal to very light truck traffic, alligatoring, needs shoulder work.	N/A	N/A	0.3
John	Fair	Paved. Normal to very light truck traffic.	N/A	N/A	0.0
South	Fair	Paved. Normal to very light truck traffic.	N/A	N/A	0.0
South	Fair	Paved. Normal to very light truck traffic.	N/A	N/A	0.0

2000

ANNUAL ROAD REPORT

- Subscribed and sworn to, before me, the undersigned authority, this 13th day of October, 2014.
- 
Notary Public.
- Printed Name: Vida M. Simpson
- My commission expires: July 14, 2015
- 

Subscribed and sworn to, before me, the undersigned authority, this 13th day of October, 2014.

VIDA M SIMPSON
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 07-14-2015

COUNTY OF WINKLER COMMISSIONERS' ROAD REPORT PRECINCT NUMBER 4

List of County Roads by Name and/or Number	Road Condition (Good, Fair, Poor)	Cause of Degradation	Current Condition (Good, Fair, Poor)	Length of Road in 10th Miles
County Road 207	Good	West of US 115, off truck traffic, tearing up pavement. East of US 115, off truck traffic, tearing up pavement.	N/A	3.0
County Road 402	Poor	Caliche-nutmeg trees, washboard areas and blow outs/formation due to high truck traffic. Several mud holes. Canceled. Left curve, right curve, two CR 403 signs needed. Right curve, washboard areas and blow outs. Several mud holes. Left curve, CR 402 signs needed.	N/A	7.8
County Road 402	Poor	Several mud holes, mud holes and several areas of shoulder erosion due to high heavy-weight truck traffic. Signs needed. Left curve, right curve, CR 403 signs.	N/A	8.3
County Road 423	Poor	Packet portion is poor. Numerous cracks, potholes, and shoulder deterioration. This is due to a very high rate of traffic of all kinds (pick ups, dump trucks, water and oil haulers, and drilling equipment). The pavement is coming apart in the middle and several locations, the road base seems to be failing. The caliche portion of the road is littered with numerous washboard areas. Many attempts have been made to repair, but traffic flow is too great.	N/A	4.1
County Road 404	Poor	Several areas of washboard throughout entire road. Road is heavy traffic (on haulers). CR site thin. Needs new CR 403 signs.	N/A	22.5
County Road 405	Poor	Heavy truck traffic due to oil and gas activity. 1.8 miles needs paving. (note - cont. quantity of CR 209)	N/A	3.1
County Road 409	Fair	Medium traffic, washboard areas. Need CR 110 signs.	N/A	5.3
County Road 410	Fair	Moderate traffic, washboard areas. Need CR 110 signs.	N/A	2.3
County Road 526	Fair	Same as CR 402	N/A	1.7

10-13-2014

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to receive Quarterly Report of the Winkler County Safety Committee for third quarter ending September 30, 2014; which motion became an order of the Court upon the following vote:

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

**QUARTERLY REPORT OF THE WINKLER COUNTY
ACCIDENT PREVENTION PROGRAM
QUARTER ENDING SEPTEMBER 30, 2014**

Committee Members:

Randy Neal, Co-Coordinator	Dana Shipley	Robbie Wolf, Co-Coordinator
Walter Roberts	Don Kapka	Ronnie Flowers
John Henderson	Renee Treadwell	John Leavitt
James Everett	George Keely	Mark Terry
Vida Simpson, Co-Coordinator	Geneva Baker	

From July 1 to September 30, 2014, there were two (2) county incidents reported. The following incidents were added to the Winkler County Accident Log during the second quarter.

Filed With Workers Comp Insurance	Injury	Medical Treatment	Lost Time
Yes	Shoulder - Strain	WCMH Emer. Room	None
Winkler County Memorial Hospital			
No	Knee – Dislocation		

Safety training given for the first quarter from January 1 to March 31, 2014:

None

WINKLER COUNTY LOSS INFORMATION

2014

1st Quarter

[illegible]

TOTALS	\$	387.06	\$	-	\$	387.06
--------	----	--------	----	---	----	--------

2nd Quarter

[illegible]

TOTALS	\$	543.58	\$	-	\$	543.58
--------	----	--------	----	---	----	--------

3rd Quarter

[illegible]

TOTALS	\$ -	\$ 500.00	\$ 500.00
--------	------	-----------	-----------

4th Quarter

[illegible]

TOTALS	\$	-	\$	-	\$	-
--------	----	---	----	---	----	---

ANNUAL TOTALS	\$ 930.64	\$ 500.00	\$ 1,430.64
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TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL - 31989

CITY MEMBER		COUNTY MEMBER		MEMBERSHIP TYPE		RISK MANAGEMENT POOL		TOTAL		TOTAL		TOTAL	
City Name	City Address	County Name	County Address	Membership Type	Membership Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee
City of [REDACTED]	[REDACTED]	SHERRIFF	[REDACTED]	Standard	0.00	94.00	0.00	94.00	94.00	94.00	94.00	94.00	94.00
Total for Closed - 4 Claims					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Status Open					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
City of [REDACTED]	[REDACTED]	WINSTON COUNTY	[REDACTED]	Standard	0.00	94.00	0.00	94.00	94.00	94.00	94.00	94.00	94.00
Total for 2014 - 5 Claims					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

10/13/2014 10:27:40

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WORK FOCUS

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL - 31989

TEXAS ASSOCIATION OF COUNTIES RISK MGMT. POOL

CITY MEMBER		COUNTY MEMBER		MEMBERSHIP TYPE		RISK MANAGEMENT POOL		TOTAL		TOTAL		TOTAL	
City Name	City Address	County Name	County Address	Membership Type	Membership Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee
City of [REDACTED]	[REDACTED]	WINSTON COUNTY	[REDACTED]	Standard	0.00	94.00	0.00	94.00	94.00	94.00	94.00	94.00	94.00
Total for 2014 - 5 Claims					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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WORK FOCUS

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL - 31989

CITY MEMBER		COUNTY MEMBER		MEMBERSHIP TYPE		RISK MANAGEMENT POOL		TOTAL		TOTAL		TOTAL	
City Name	City Address	County Name	County Address	Membership Type	Membership Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee
City of [REDACTED]	[REDACTED]	WINSTON COUNTY	[REDACTED]	Standard	0.00	94.00	0.00	94.00	94.00	94.00	94.00	94.00	94.00
Total for 2014 - 4 Claims					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

10/13/2014 11:31:16

Page 2 of 11

WORK FOCUS

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL - 31989

TEXAS ASSOCIATION OF COUNTIES RISK MGMT. POOL

CITY MEMBER		COUNTY MEMBER		MEMBERSHIP TYPE		RISK MANAGEMENT POOL		TOTAL		TOTAL		TOTAL	
City Name	City Address	County Name	County Address	Membership Type	Membership Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee	Pool Fee
City of [REDACTED]	[REDACTED]	WINSTON COUNTY	[REDACTED]	Standard	0.00	94.00	0.00	94.00	94.00	94.00	94.00	94.00	94.00
Total for 2014 - 4 Claims					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

10/13/2014 10:27:40

Page 1 of 11

WORK FOCUS

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Order Establishing Fine Schedule for Winkler County Library to be collected for lost, damaged or overdue library property; which motion became an order of the Court upon the following vote:

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

ORDER ESTABLISHING LIBRARY FINES

THE STATE OF TEXAS §
 §
COUNTY OF WINKLER §

WHEREAS, on this the 13th day of October, 2014, the Commissioner's Court of Winkler County convened in REGULAR SESSION with the following members present:

- County Judge Bonnie Leck
- Billy Stevens, Commissioner, Precinct #1
- Robbie Wolfe, Commissioner, Precinct #2
- Randy Neal, Commissioner, Precinct #3
- Billy Ray Thompson, Commissioner, Precinct #4

WHEREAS, THE MATTER BROUGHT BEFORE THE Court was the establishment of reasonable fines to be collected for lost, damaged, or overdue library property, as authorized by V.T.C.A. Local Government Code § 323.071.

WHEREAS, the Commissioner's Court of Winkler County considered the proposed fine amounts and approved the same as reasonable and necessary.

The fines for lost, damaged, or overdue Winkler County Library property are as follows:

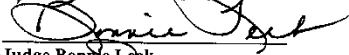
- Lost Property: the cost of replacing each item of property;
- Damaged Property: the cost of repairing or replacing each item of property;
- Late Fee: \$.10 per day with a limit of \$10.00 per book.

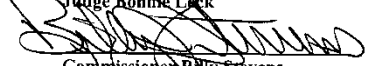
The Winkler County Library is hereby authorized to assess and collect fines for lost, damaged or overdue library property in accordance with this Order.

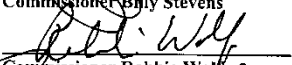
The fines collected pursuant to this Order shall be deposited in the county free library fund.

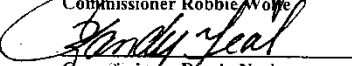
ADOPTED AND APPROVED ON THE 13TH DAY OF OCTOBER, 2014.

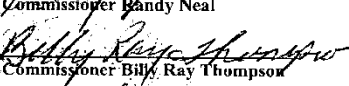
Court Members Voting Aye:



Judge Bonnie Leck


Commissioner Billy Stevens


Commissioner Robbie Wolfe


Commissioner Randy Neal


Commissioner Billy Ray Thompson

Court Members Voting Nay:

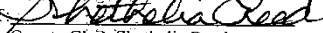
Judge Bonnie Leck

Commissioner Billy Stevens

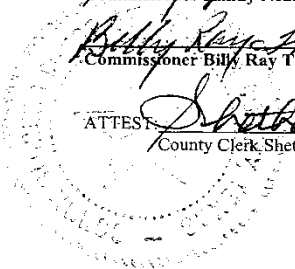
Commissioner Robbie Wolfe

Commissioner Randy Neal

Commissioner Billy Ray Thompson

ATTEST 

County Clerk Shethelia Reed



A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Amendment Number 1 to Attachment A – Scope of Services of the Grant for Routine Airport Maintenance Agreement between the County of Winkler and the Texas Department of Transportation for Winkler County Airport; which motion became an order of the Court upon the following vote:

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

TxDOT CSI No.: M1506WNKC

Amendment No. 01

Attachment A - Scope of Services

Eligible Scope Items:	Estimated Costs	State Share	Sponsor Share
	Amount A	Amount B	Amount C
GENERAL MAINTENANCE	\$98,040.00	\$49,040.00	\$49,040.00
TxDOT District Crack Seal Contract	\$1,920.00	\$960.00	\$960.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
Total	\$100,000.00	\$50,000.00	\$50,000.00

Notes: (explanations of any specifications or variances as needed for above scope items) _____

ORIGINAL SCOPE OF SERVICES DESCRIPTION:
GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/repair of airport pavements, signage, drainage, approach aids, lighting systems, utility infrastructure, fencing, berms/ditch/ditchlines, sponsor owned and operated fuel systems, hangars, buildings, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

ADDITIONAL WORK ITEM: _____

Please indicate your concurrence with current description by signing the bottom of this document and fax to TxDOT Aviation Division at (512) 416-4510.

Signature _____
Printed Name and Title _____
Date _____

If e-mailing this Request for Reimbursement please send to AVNPAYCOM@TXDOT.GOV

TEXAS DEPARTMENT OF TRANSPORTATION - DIVISION OF AVIATION

RAMP GRANT - Request for Reimbursement Form

SECTION A [TxDOT COMPLETES 1-6]

End of Service: 8/31/2015

Estimated Due Date: _____

TxDOT CSI M1506WNKC
PAY AS A KIND OF VOUCHER
Airport: Winkler County
Name of Payee: County of Winkler
Texas Payee Identification No. 17560012027008
Address: P.O. Drawer Y, Winkler, Texas 79753
Segment: 76
Dist/Div: 42
Function Code: 8705
Object Code: 383

Date Received: _____

1. Current Grant Amount \$ 50,000.00
2. Less Previous Approved Payments \$
3. AMOUNT APPROVED THIS PAYMENT \$

APPROVAL:
4. Project Manager _____ Date _____
5. Grant Manager _____ Date _____

SECTION B: [SPONSOR COMPLETES 1-7]
1. Final Reimbursement Request | Yes | No
2. DATE OF REQUEST: _____
3. Request No.: _____
4. Total amount for invoices attached \$
5. Less 50% Sponsor Share \$
6. AMOUNT OF THIS PAYMENT REQUEST \$
ATTACH COPY OF INVOICES TO THIS REQUEST
7. CERTIFICATION OF SPONSOR
I, _____, do hereby certify that I am _____
(Title of person certifying)
and that I am duly authorized to make this certification for and on behalf of the County of Winkler. I further certify that the attached invoice is correct and that it corresponds in every particular with the supplies and/or services contracted for. I further certify that the account is true, correct, and unpaid.

SIGNATURE _____

If e-mailing this Request for Reimbursement please send to AVNPAYCOM@TXDOT.GOV

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Pipeline Construction and Indemnity Contracts between Winkler County and Plains Pipeline, L.P. for the following road crossings for 24" steel crude oil pipeline

1. County Road 205;
2. County Road 206 and
3. County Road 407

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

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

County Road Number 205Precinct Number 2

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

**State of Texas
County of Winkler**

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

1. The parties to this Agreement are **Winkler County, Texas** and **Plains Pipeline, L.P.** Winkler County agrees to grant **Plains Pipeline, L.P.** at their expense, the right to construct **road crossing for 24" pipeline** at County Road 205:

LAT: N031°47'28"

LONG: W103°07'52"

2. CONDITIONS

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

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. **Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.**
- c. **Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.**
- d. **The bore shall be no less than four feet (4') from the road on each side.**
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. **Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.**
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.

County Road Number 205Precinct Number 2

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

3. REMEDY ON DEFAULT

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

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of **One Thousand and no/100 Dollars per foot (\$1,000.00/ft.) of county road measured from right-of-way to right-of-way** as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

4. FURTHER WORK

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

County Road Number 205Precinct Number 2

- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

5. LIABILITY AND INDEMNITY

Applicant shall

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

6. ASSIGNMENT

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

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

County Road Number 205
Precinct Number 2

12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

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

SIGNED AND ENTERED INTO on this the _____ day of _____, 20____.

WINKLER COUNTY

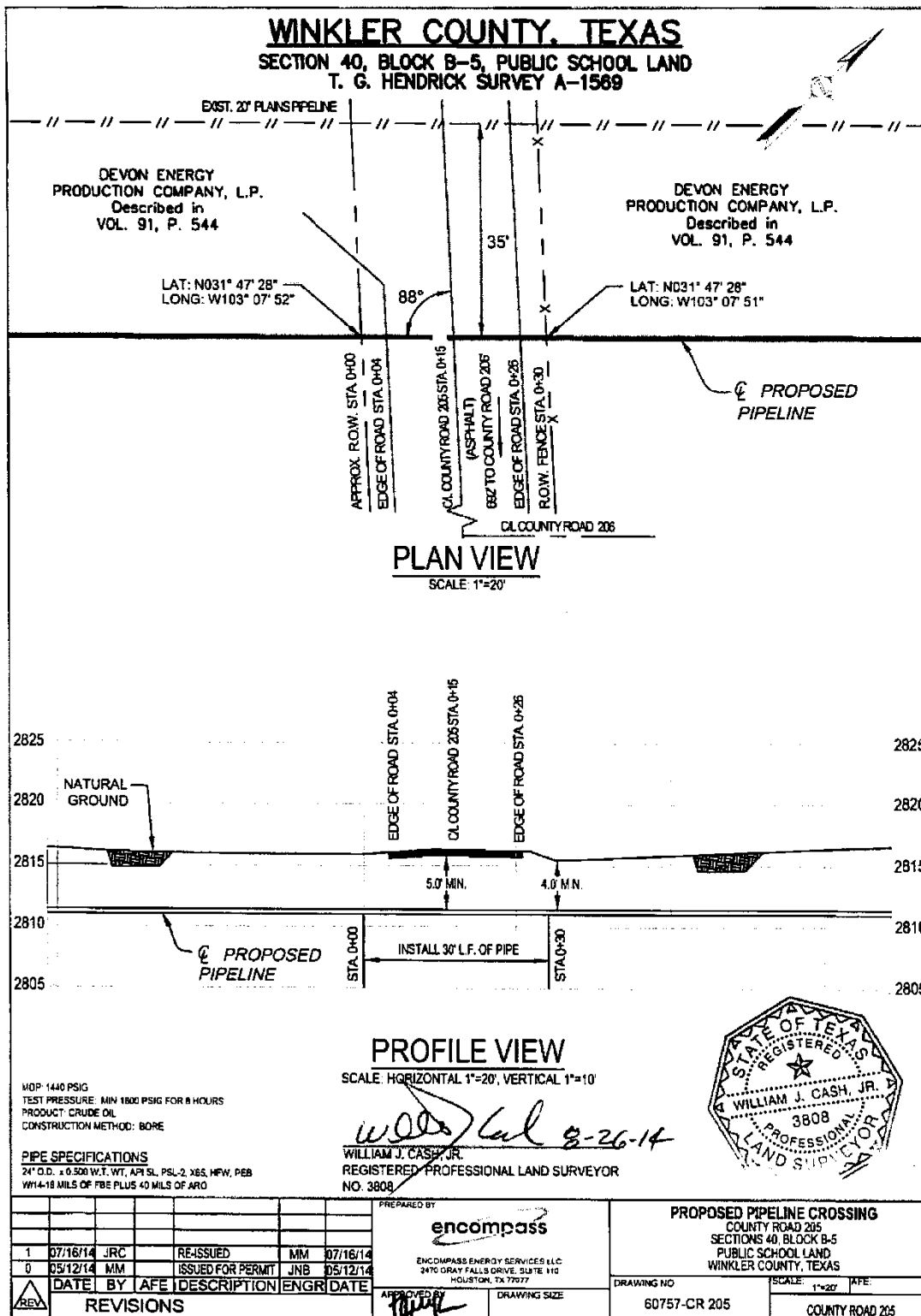
By _____
Bonnie Leck
Winkler County Judge

Plains Pipeline, L.P.

By _____
Printed Name _____ Rob Koenig
Title _____ Pipeline Manager
Address _____ 333 Clay Street
_____ Houston, TX 77002
Telephone _____ (713) 646-4411
Cellular Telephone _____
Fax _____

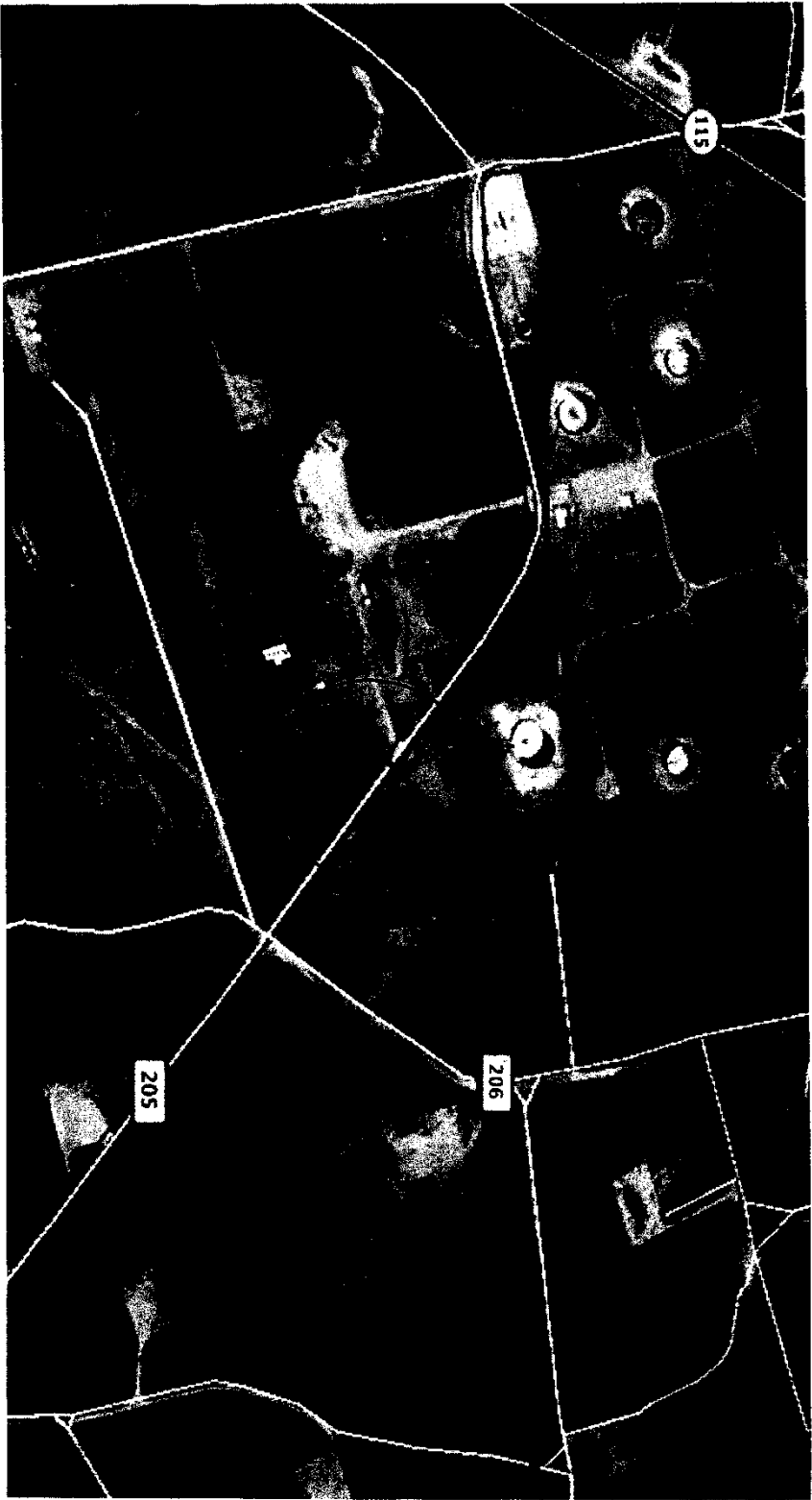
Universal Field Services, Inc.

By _____
Printed Name _____ Norma Wholf
Title _____ Permit Agent
Address _____ 333 Clay Street, Suite 160
_____ Houston, TX 77002
Telephone _____ (432) 332-4519
Cellular Telephone _____ (817) 559-0189
Fax: _____



CR 205

LAT: N031°47'28"
LONG: W103°07'52"



County Road Number 206Precinct Number 2

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

**State of Texas
County of Winkler**

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

1. The parties to this Agreement are **Winkler County, Texas** and **Plains Pipeline, L.P.**. Winkler County agrees to grant **Plains Pipeline, L.P.** at their expense, the right to construct **road crossing for 24" pipeline** at County Road 206:

LAT: N031°47'31"
LONG: W103°07'40"

2. CONDITIONS

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

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. **Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.**
- c. **Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.**
- d. **The bore shall be no less than four feet (4') from the road on each side.**
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. **Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.**
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.

County Road Number 206Precinct Number 2

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

3. REMEDY ON DEFAULT

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

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of **One Thousand and no/100 Dollars per foot (\$1,000.00/ft.) of county road measured from right-of-way to right-of-way** as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

4. FURTHER WORK

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

County Road Number 206Precinct Number 2

- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

5. LIABILITY AND INDEMNITY

Applicant shall

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

6. ASSIGNMENT

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

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

County Road Number 206

Precinct Number 2

12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

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

SIGNED AND ENTERED INTO on this the _____ day of _____, 20__.

WINKLER COUNTY

By Bonnie Leck
Winkler County Judge

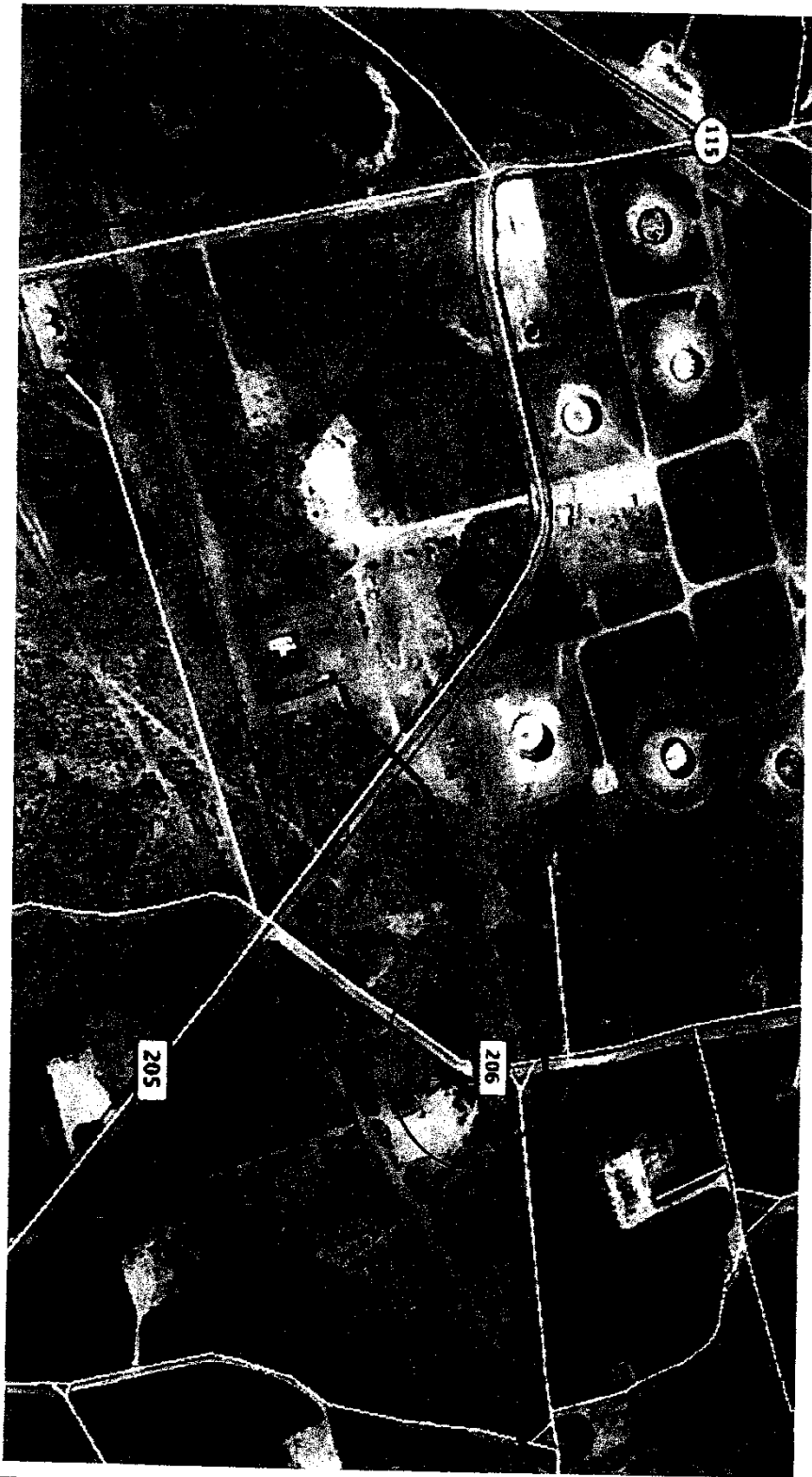
Plains Pipeline, L.P.

By _____
 Printed Name Rob Koenig
 Title Pipeline Manager
 Address 333 Clay Street
Houston, TX 77002
 Telephone (713) 646-4411
 Cellular Telephone _____
 Fax _____

Universal Field Services, Inc.

By _____
Printed Name Norma Wholf
Title Permit Agent
Address 333 Clay Street, Suite 160
Houston, TX 77002
Telephone (432) 332-4519
Cellular Telephone (817) 559-0189
Fax: _____

CR 206
LAT: N001° 41' 31"
LONG: W103° 07' 40"





County Road Number 407Precinct Number 4

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

**State of Texas
County of Winkler**

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

1. The parties to this Agreement are **Winkler County, Texas** and **Plains Pipeline, L.P.** Winkler County agrees to grant **Plains Pipeline, L.P.** at their expense, the right to construct **road crossing for 24" pipeline** at County Road 407:

LAT: N031°47'58"

LONG: W103°05'59"

2. **CONDITIONS**

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

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. **Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.**
- c. **Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.**
- d. **The bore shall be no less than four feet (4') from the road on each side.**
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. **Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.**
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.

County Road Number 407Precinct Number 4

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

3. REMEDY ON DEFAULT

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

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of **One Thousand and no/100 Dollars per foot (\$1,000.00/ft.) of county road measured from right-of-way to right-of-way** as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

4. FURTHER WORK

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

County Road Number 407Precinct Number 4

- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

5. LIABILITY AND INDEMNITY

Applicant shall

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

6. ASSIGNMENT

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

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

County Road Number 407

Precinct Number 4

12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

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

SIGNED AND ENTERED INTO on this the _____ day of _____, 20__.

WINKLER COUNTY

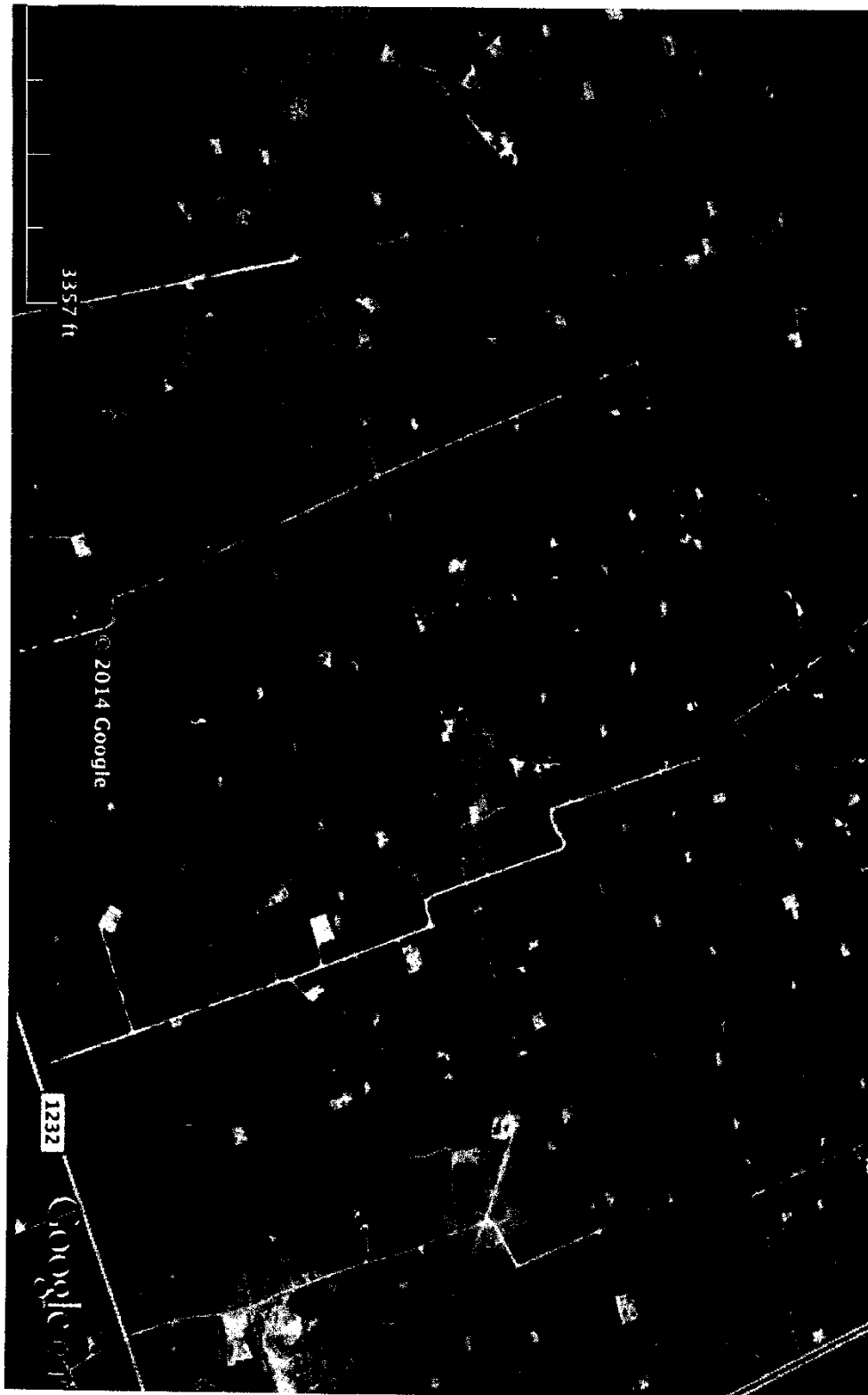
By Bonnie Leck
Winkler County Judge

Plains Pipeline, L.P.

By _____
 Printed Name Rob Koenig
 Title Pipeline Manager
 Address 333 Clay Street
Houston, TX 77002
 Telephone (713) 646-4411
 Cellular Telephone _____
 Fax _____

Universal Field Services, Inc.

By _____
Printed Name _____ Norma Wholf
Title _____ Permit Agent
Address _____ 333 Clay Street, Suite 160
 _____ Houston, TX 77002
Telephone _____ (432) 332-4519
Cellular Telephone _____ (817) 559-0189
Fax: _____



A motion was made by Commissioner Neal and seconded by Commissioner Stevens to authorize the County Auditor to advertise twice for sealed bids for golf cart space at the Winkler County Golf Course; said bids to be received until 10:00 o'clock A.M. on Monday, October 27, 2014, with the Commissioners' Court reserving the right to reject any and all bids; which motion became an order of the Court upon the following vote:

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

REQUEST FOR BID

The Winkler County Commissioners' Court will accept sealed bids for one golf cart space in Golf Shed #4 located at the Winkler County Golf Course. Bids will be received until 10:00 a.m. October 27, 2014, at which time said bids will be opened and read aloud in the Commissioners' Court. Bids must be submitted in a sealed, opaque envelope marked on the face "Golf Cart Shed Space Bid." Successful Bidder will be responsible for an annual Golf Cart Shed User Fee due and payable January 1st of each year and must maintain a Yearly Golf Course Membership Fee. Bidders must include their name, address and telephone number on bids. Bids may be mailed to the Winkler County Auditor, Drawer O, Kermit, TX 79745, or may be hand delivered to the office of the County Auditor, 1st Floor Courthouse, Kermit, Texas. The Commissioners' Court reserves the right to reject any or all bids.

10-16-14, 10-23-14
Winkler County News

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve transfer of \$3,000.00 from Winkler County Golf Course Mulligan fund to Winkler County Golf Court Maintenance fund; 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 line item adjustment in the amount of \$10,000.00 for overtime pay for deputies from contingency funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Commissioner, Precinct No. 3, to purchase fuel management system for Winkler County Airport in the approximate amount of \$38,197.00, one-half to be reimbursed by Routine Airport Maintenance Plan Grant; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 4, to purchase new air conditioner for Winkler County Senior Citizens Recreational Center in the approximate amount of \$5,300.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve request of Extension Office to purchase copy machine from Xerox in the amount of \$5,840.00 with monthly maintenance payment in the amount of \$20.00 budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve request of Winkler County Emergency Medical Service to purchase three (3) handheld radios from Petro Communications, Inc. in the amount of \$4,725.00 from budgeted equipment funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$8,321.67 to Elections Systems and Software for County Clerk election software from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve payment in the amount of \$2,535.00 to Diamond A Ranch for caliche for County Road 103 (\$455.00) and County Road 404 (\$2,080.00) from budgeted lateral road funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve payment in the amount of \$2,606.20 to Don Wise Transportation Services, Inc. for Premix for County roads stock from budgeted lateral road funds; which motion became an order of the Court upon the following vote:

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

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

At this time the Court took a short recess and then returned to the agenda.

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Rural Health Clinic construction 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

Following review and analysis of bids for general contractor for the construction of the proposed Winkler County Rural Health Clinic in Kermit with Justin Gilmore, Level 5 Design, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept amended bid in the amount of \$1,382,871.00 from Matt Schneider with L5 Construction; which motion became an order of the Court upon the following vote:

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



13-40 Winkler County Clinic

Contractor Recommendation

Judge Leck:

In reviewing the 4 bids submitted on September 22, 2013, shown in the table below:

CONTRACTOR	BID	ALTERNATES	DAYS
L5 CONSTRUCTION	\$1,337,880	+\$4,500	240
MID TEX	\$2,348,000	+\$9,000	240
JC ROBERTS	\$2,884,777	NONE	240
MINNIX CONSTRUCTION	\$2,900,000	-\$54,000	240

We looked at the scope of work intended by each bidder. The main differences discovered after conversation with each bidder were as follows:

1. Minnix Construction included the full amount of furniture and equipment; while none of the other contractors had included these items in their scope. The line item for furniture and equipment is roughly \$450,000.00, thus making their equal bid: \$2,450,000.00.
2. JC Roberts included privacy curtains for each of the exam rooms; while none of the other contractors included curtains.

Each of the contractors is qualified both in insurance and liability, and certified. However, after reviewing these differences and the bids of each contractor, our recommendation to the Commissioners and Judge of Winkler County is for the Bid of the new Winkler County Clinic at 828 Myer Street to be awarded to L5 Construction based on pricing and qualifications of this project.

Regards,

Justin Gilmore, Principle

P.O Box 1012
108 S Main
Mansfield, TX 76063

level5designgroup.com
817.842.0212 phone
817.842.0214 fax

LEVEL		BUDGET PROPOSAL							
5									
Project:	Winkler County Clinic					Bid Date:	Sept 19, 2014		
Location:	Kermit, Texas					Office SF:	7,200		
Attn:	County Clinic Committee					Warehouse SF:	0		
						Total Building SF:	7,200		
DESCRIPTION		LABOR	MAT'L S	SUB/VEND	EQ/OTH	TOTAL	\$/RSF	PROPOSED SUB/VENDOR	
General Condition				115,000		115,000			
Site Preparation and Earthwork		0	0	55,902		55,902	7.76		
Site Utilities		0	0	25,050	0	25,050	3.48		
Asphalt Paving		0	0	4,420	0	4,420	0.61		
Site Specialties		0	0	825	0	825	0.11		
Concrete Work		0	0	74,245	0	74,245	10.31		
Masonry		0	0	0	0	0	0.00		
Structural Steel/Light Gage Frame		0	0	5,610	0	5,610	0.78		
Light Gage Frame System		0	0	116,202	0	116,202	16.14		
Carpentry		0	0	71,208	0	71,208	9.89		
Waterproofing & Building Insulation		0	0	4,940	0	4,940	0.69		
Glass and Glazing		0	0	90,000	0	90,000	12.50		
Metal Roofing System and Trim		0	0	69,275	0	69,275	9.62		
Doors Frames and Hardware		0	0	65,923	0	65,923	9.16		
Drywall & Acoustical		0	0	167,952		167,952	23.33		
Tile Work		0	0	5,500	0	5,500	0.76		
Painting		0	0	1,480	0	1,480	0.21		
Floor Finishes - Carpet and Vinyl		0	0	21,208	0	21,208	2.95		
Plaster and Veneer Stone Work		0	0	55,070	0	55,070	7.65		
Building Specialties		0	0	2,585	0	2,585	0.36		
Plumbing		0	0	87,751	0	87,751	12.19		
HVAC		0	0	83,000	0	83,000	11.53		
Fire Standpipe and Fire Alarm		0	0	18,600	0	18,600	2.58		
Electrical		0	0	128,000	0	128,000	17.78		
Data/ Tel /Security Rough In		0	0	16,792	0	16,792	2.33		
		0	0		0	0	0.00		
SUBTOTAL		0	0	1,286,538	0	1,286,538	178.69		
	SUBTOTAL					1,286,538	178.69	Excluded	
	Building Permit (Includes TAS Review)					1,750	0.24		
	Builder's Risk Insurance					2,500	0.35		
	Owner's Protective Liability Insurance					0	0.00		
	General Liability Insurance			1.00%		13,165	1.83		
	Overhead			2.00%		25,731	3.57		
	SUBTOTAL DIRECT COSTS						1,329,683	184.68	
	Contractor OH&P				4.00%		53,187	7.39	
	TOTAL BASE BID						1,382,871	192.07	
	Architecture/ Engineering				0.00%		0	0.00	
TOTAL						1,382,871	192.07		
ALTERNATES:									
ALT 1 -								ADD	
ALT 2 -								ADD	
ALT 3 -								ADD	

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

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

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

WINKLER COUNTY
LINE ITEM ADJUSTMENTS
OCTOBER 13, 2014

VETERANS SERVICE			
10-232-070	TRAVEL	\$	150.00
10-232-030	SUPPLIES	\$	150.00
AMD-SUPPLIES TO TRAVEL			
COUNTY BARN			
10-305-040	TELEPHONE	\$	600.00
10-305-050	UTILITIES	\$	600.00
AMD-UTILITIES TO TELEPHONE			

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

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

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

WINKLER COUNTY
BUDGET ADJUSTMENTS
OCTOBER 13, 2014

EMS			
EMS GRANT FUNDS	10-104-236	\$	12,929.00
SUPPLIES	10-236-030	\$	12,929.00
TO RECORD REV & EXP FOR JRAC GRANT FUNDS			

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

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

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

MONTHLY REPORTS

For the Month of <u>Sep 2014</u>		Date	Amount
Tommy Duckworth, Co Attorney Fee <u>Crim \$107⁴²</u>	Hot Check <u>\$165.00</u>	Received <u>10-8-14</u>	
Bonnie Leck, County Judge		<u>10-2-14</u>	<u>\$6.00</u>
Minerva Soltero, Tax Assessor		<u>10-8-14</u>	<u>\$5138.87</u>
Shethelia Reed, County Clerk		<u>10-2-14</u>	<u>\$20,770.48</u>
Glenda Mixon, JP Precinct #2		<u>9-30-14</u>	<u>\$2627.00</u>
Sherry Terry, District Clerk		<u>10-6-14</u>	<u>\$4456.63</u>
DeLynn Trammell, JP Precinct #1		<u>9-30-14</u>	<u>\$ 8394.00</u>
George Keely, Sheriff		<u>10-4-14</u>	<u>\$3590.20</u>
Eric DeAnda, Probation			
Billy Stevens, Commissioner Precinct #1			
Robbie Wolf, Commissioner Precinct #2			
Randy Neal, Commissioner Precinct #3			
Billy Ray Thompson, Commissioner Precinct #4			
Jeanna Willhelm, Auditor Investment	<u>For Sep 2014</u>	<u>10-8-14</u>	<u>\$1815,608.04</u>
Eulonda Everest, Treasurer	<u>for Aug 2014</u>	<u>9-11-14</u>	<u>\$ 1,048,250.60</u>
Lee Wilson, Constable Pct # 2			
Richard Crow, Constable Pct #1		<u>10-6-14</u>	<u>\$ 0</u>

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 examine and approve bills over \$500.00 and place in line for payment; which motion became an order of the Court upon the following vote:

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

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

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

A motion was made by Commissioner Neal and seconded by Commissioner 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