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.

1

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

countities

Complissioner Predincy 1

Commissioner, Precinct 3

ATTEST:

Commissioner, Precinct 2

Billy Ray Thompson Commissioner, Precinct 4

Shethelia Reed, Winkler County Clerk

A motion was made by Cor

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

3

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

B. CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

WHEREAS, a "dispute" has arisen between Winkier County and Plains Pipeline, L.P., ling construction of road crossings on county roads 205, 206, and 211; and WHEREAS, the parties executed a Pipeline Construction and Indemuty Countract 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 incomparated by reference; and

whereas day reterence, 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 country

road 211 pring to the excession of the Pipeline Construction and Indomnsity Contract (Exhibit. "B").

WHEREAS, this Settlement Agreement, and the execution hereof, does nut, 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 depy the same; and

WHEREAS, all provisions of this Settlement Agreement and Munual Release are contract in nature, and not mere recitals only, and

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

Page t of 5

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,
- LP.

 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

MUTUAL RELEASE

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

- 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 execut of the same, arising out of the dispute.
- Winkler County hereby fully and finally RELEASES, ACQUITS, AND FOREVER 2. Winder Compy hereby fully and finally RELEASES, ACQUITS, AND FOREVER DISCHARGES Plains Pipeline, L. P.; Amy of Plains Pipeline, L. P.; representatives), and Winkler County further coverants not to a sestrain any manner against any of such persons or entires released hereby, any and all actual or potential claims held by Winder 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 hereo prior to and forming the dare hereoft, and in any mentor (whether directly or indirectly) arising from or related to the despute

 3. Plains Pipeline, L.P., hereby fully and finally RELEASES, ACQUITS, AND FOREVER DISCHARGES Winder 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

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

- 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 Sentement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

- In consideration of the total sum of \$7,500.00 (Seven Thousand Pive 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, coverants 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

Page 2 of 5

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 according 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 Pipelins, I.P. and/or their representatives, understand and agree that no payment made nor released pursuant to the terms of the Sentlement 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

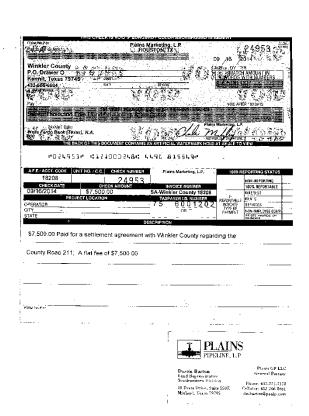
This Settlement Agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arise out of this Settlement Agreement shall lie in Winkler County, Texas.

FULL UNDERSTANDING AND AGREEMENT

EACHRELEASING PERSON ENTITY OF PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SCITLEMENT AGREEMENT AND MUIVAL 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.

Page 4 of 5

COUNTY OF HARRIS



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 Pipelme L.P

CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

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

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

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

WHEREAS, the puspose 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 munial coverants and conditions berein or 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

Scalement Agreement are hinding 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 ment are building upon Contunion Pipeline L.P. and upon all representatives, successors and

Page Lof 5

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, sitis, deman causes of articu, charges or grievances of any kind or character, regardless of the nature or exist of the same, arising out of the dispute.

Winkler County hereby fully and family RELEASES, ACQUITS, AND FOREVER DISCHARGES wrater Coursy tweety alay and faulty RELEASES. ACQUITS, AND FORENTER DISCHARGES (CERTATION Papeline I. P. (appeline I. P.) is representatives), and Wirklas Coenty further coverants not to awart in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Winklar Courts' against Centurion Papeline I. P., anders any suits, demands, causes of action, charges or greatness of any lond in character whostovere, betterofor or hereafter accuraing for or because of any nature often, contited or suffered to be done by any such party bereto prior to and including the date beneaf, and many manner twhether directly or indirectly) arising from or related to the dispute.

Centurion Pipeline L.P., hereby fully and finally RPLEASES, 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 pomential claums held by Centurion Pipeline L.P. against Winkler Counsy anxion any suits, demands, causes of action, changes or greevences of any kind or character whatsoever, herotofore or hereafter accruing for in because of any matter done, ormitted or suffered to be done by any such party hereto passe 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 Centumon Pipeline L.P. and/or their representatives, understand and agree finition payment made our released pursuant to the terms of the Settlement Agreement, or other consideration given shall be intended to be, no slight be constitued to be, an admission of liability and any and all such liability is expressly denied.

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

STATE OF TEXAS §
COUNTY OF WINKLER §

day of Octabe 134 eguted the same for the pur

Monthly

States of Toxas

CENTURION PIPELINE L.P. BY CENTURION PIPELINE GP, INC. ITS GENERAL PARTNER

The Safer to Contrall __

STATE OF TEXAS

This ingramment was acknowledged before me on this \(\begin{align*}{l} \begin{align*}{l} \display of \end{align*} \) October 2014, by \(\text{order Unital Product Off in a Delaware corporation, on behalf of and corporation, as General Partner of Contorion Pacline 1.9., a Decaware trusted partnership, no behalf of said limited partnership, no behalf of said limited partnership.



Rochel anderson

Page 5 of 5

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 Country, and in consideration of the mutual agreements, conditions, representations, warranties, reortals, covertains and statements of untention contained therein. Winkler Country hereby accepts the abovereferenced payment in full semement, compromise and release of all claims as arising out of or in connection with the dispute, pursuant to this Settlement Agreement, against Centurion Pipeline

Centurion Pipeline L.P. shall tender such sum in the following manner: upon ex-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 Centunon Pipeline L.P., Winder County shall execute the agreement and return a sopp of the Agreement to Centurion Pipeline, L.P.

Each party agrees to be solely responsible for the payment of their respective attorney's fees, co costs, expert witness (ces, court reporter's fees, and all other expenses metaredon 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:

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 TAX READ THIS FULL. AND FINAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE UNCLUDING ENTITRITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FRUE, 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 bereto 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]

Page 4 of 5 PAYMENT DOCUMENT

Conductor Modifies in P. O. Modifies Sale Abbigson TX: 75001

WINKLER COUNTY CLERK PO 6CX 1007 KERMIT, TX 79745

accepted by Cs Ct. 11-10-14

DATE CREDIT MEMO autic I 000112 8 2014 \$2,500 00 Common Pagadias CP.
P 0 504 valences
Defective 75 late

EXACTLY Two thousand five hundred and 09/100 (hollars

E Alle

#3040000985# (C071309579): 64015335187509#

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:

Commissioners Stevens, Wolf, Neal and Thompson Ayes:

Noes: None

COPY

Octaber, 2004.

This the Bith day of Octaber, 2014, it being made to appear:

That there is a necessity requiring the appointment of an about or of accounts and finances for said county, the title of officer to be PINST ASSIGNATION CONTINUOUS MODIFIED OF WARDER COUNTY.

2. That Eurose Sitemono Treaswell is a resident of Winkier County, that she is a woman of impuestionable good moral character and igeract, thoroughly competent to perform the dittes as may be set to her: with at least two years caperience in additing and time;

assigned to her; with at least two years experience in additing and accounting:

3. That it is to the intermed of Windler County, Texas, and the expeditions transaction of its business that incidentity of the gerson to serve as First Assistant County Auditor of Windler County, Texas, be innectiately made known and declared, Mustour of Windler County, Texas, be and the is here and now appointment in the suit Reree Suranne Teaddeell of Rereit, Mindler County, Texas, be and the is here and now appointment with the suit Reree Suranne Teaddeell of Rereit, Mindler County, Texas, be and the is here and now appointment to the for a period beginning that the suit Reree Suranne Peaddeell of the Pead of the Suranne Peaddeell of the Suranne Peaddeell occurring bond and taking math as such herestnesses exited status, as an appointment to become effective upon the said Annee Suzanne Feaddeell occurring bond and taking math as such THEREPORE IT IS FILTERS OFFERE that the said Reroes Suzanne Wolf stall be and hereby is without set of the County Auditor during any absence of innovicable detention of the County Auditor during any absence of innovicable detention of the County Auditor shall be authoritied to suchwarps used by a say absence of instructions of the County Auditor shall be authoritied to suchwarps used by during as as we be segred to her by the Younty Auditor affect of the Pounty Auditor of such First Assistant County Auditor for

Page 3 Appointment of a First Assistant County Auditor for Winkler County

The said Renee Suranne Treadwell, within or before the effective fate bereef, and belore are entere upon the duties of her office between the half me a good and sufficient surery bond, as provided by lew, in the maintain as good and sufficient surery bond, as provided by lew, in the maintain as good and sufficient surery bond as provided by lew, in the maintain of Firkherman and North Suranne of the duties, such bond as positioned upon the faithful performance of her duties, such bond as positioned upon the faithful performance of her duties, such bond as positioned the official outh and an additional one in writing stating that she is in early say qualified under the provisions and coquirements of this title by the positions of private or public trust she has boretoffer her as the sure of the surery of

SIGNED AND ORDERED at Kermit, Wickler County, Jexas, this the 8th day of Deruber, 2014

Martin B. Muncy, Indge 199th Judiciai District State of Texas

Rhonda Restantis Cheen Rhonda Rejean Willhelm County Matthew Pinkler County, Texas

COPY



THE STATE OF TEXAS COUNTY OF WINELER

I. Rense Suzannie Treadwell, do solemnly swear that Lar in every way qualified to serve and sut as First Assistant County Anditor of Finkler County, Toxus, under use laws of the State of lexas; that I have held the following positions of final:

August 1999 Present Finklor County Lot Assistant Auditor Remail, Toxos

August 1995-August 1999 Adsistant Auditor

August 1995-August 1999
Anshiter County
Anshiter 1992-1914 1975
Bank Teller

January 1992-19ne 1992
Bookkeeper
Architer
Architer

Brown Agrantian

Brown Agrant

I will not be personally interested in any contracts with Minkler Councy, Texas.

Acres Treadwoll



THE STAIR OF TEXAS COUNTY OF WORKLER

DEFORE M., the undersigned authority, on this day personally appeared Reuse Susanne Transwell, who being by me dily swarn, states on such that she executed the foregoing instrument for the priyose of presenting mer application for the use and information of the horotale Brooks Reposit Willhelm can, that it is, within the knewledge of the said Benee Suzance Transwell, just, the small correct and that the executed it for the purpose therein states.

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



Notary Phib

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

NOW comes (khonda Rajean Willhelm, Winkler County Auditor, and submits her list of the assistants sought to be appointed, their duties, qualifications and experience, such list being attactive herem as Exhibit "A". Said Rhonda Rejean Willhelm hereby certifies that the list of assistants, their duties, qualifications, experience and their selaries to be paid to each are true and cormet in every respect, end further represents that she will answer all impriries concerning the qualifications of the persons named, the positions sought to be filled and the reasonableness of the salaries requested.

Rhonda ReJean Willhelm
Rhonda Rejean Willhelm County Auditor Winkler County, Texas

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 at necessary inquiries concerning the qualifications of the persons named, the positions sought to be filled, and, after due consideration, the Court Inds and does ORDER that all assistants listed on the attached Exhibit TX 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 is hereby appointed as an Assistant Winkler County Auditor and that Exhibit "A" is aby certified to the Commissioners Court of Winkler County, Texas

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



Martin B. Muncy, Judge 109th Judicial District

THE STATE OF TEXAS COUNTY OF WINKLER

I, Bronda L. Barron, do solemnly swear that I am in every way qualified to serve and act as Assistant County Auctior 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

Contral Supply Clerk
September 1989-August 1995
Business Office Manager

Rural Home Health Kermit, Texas Kermit HealthCare Center

June 1983-October 1988 Bockkeeper, Secretary McGuire Motor Co. Kermit, Texas

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

Prinde & 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 ose and information of the honorable Rhonda Rejean Willhelm; 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 is stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 8th day of Octobe

PERSE PRAIMELL NUTARY PUBLIC STATE OF TEAM by Commission Explose 1-50-2019

Renue Treadurel

Notary Public

State of Texas

(Seal)



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 DISCRICT COURT OF WINKLER COUNTY, TEXAS 109TH JUDICIAL DISTRICT OF TEXAS IN THE MAILTER 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 Nei/100 Dollars (\$67.287.00) per annum plus longewty pay as approved and allowed by the Commissioners Court. Said salary shall he paid to her in twelve equel 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, size investings and miscefulaneous travel necessary to the performance filt the official culties, the amount of expenses to be paid by reinbursement of actual expenses and direct payment through the Commissioners Court.

of actual expenses and direct payment firrough 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 Audion 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 neath and dental coverage, contributions to Social Security and Mediciare, and the retriement plan with the Texas Courty & District Retriement System. Those benefits also include workers' compensation and other insurance that covers count, amployees. All of these items are considered as part of the County Audion's budget.

IT IS FURTHER CRDFRFD by the Court that the Assistant County Auditors of Winkler County shall be paid as follows: the sum of Forty Thousand Three Hundred Sevency Three and Not139 (Dollars (\$40,373,00) per annum, payable in 28 equal instalt metals, 50 as appropriate to begavely as approved and allowed by the Commissioners Court, shall be paid to Renee Treatwelf, First Assistant, and the sum of Thirty Three Thousand Chic Hundred Fifteen and Not100 Collars (\$33,115,00) per annum, payable in 28 equal instalt ments, pilot appropriate longewity as approved and affewed by the Commissioners Court, shall be paid to Brende Barron, Assistant.

WINKLER COUNTY AUDITOR COMPONSATION Page 2

THIS ORDER shall be copied in the minutes of the District Court of Winkler Courty, 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 collect to the attention of the members thereof.

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

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 confry 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 2, 2015 as the same appears on record in my office Volume _____ at page _____, Civit. Minutes of said District Court

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

Sherday Jeany Sherry Terry District Gerk 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

9 10-13-2014

Noes: None

		CHAPTER 59 ASSE	FY 2014 IT FORFEITURE REPOR PRESENTING THE STAT	1 [.] FE
A	ter 4 y	109th Judicial Ofstrict	Reporting Period	
A)	rency N library		example.	09-01-2013 to 58-31-201
		Kermir, Texas 79745		
Ph	me No	ritex 432-586-3700		
Co	unxy	Winkler/Crane		
Fre	ni) Adi	joann,lujan(co.vinkler.tx	This should be a permanent agracy . US total address	
r.	A)	ASE ROUND ALL DOLLAR FIGURES TO NEAR SEIZED FUNDS PIRSHANT TO CHAPTER 50 Reginning Balance	EST WHOLE DIVLLAR.	3 3,491.62
	Bj	Serrow During Reporting Period		
		1) Amount sented by any luyers of your agency.		5
		2; Amount seized by irrher agencies		1
	C)	Forfesture Pentitions Filed for All Agencies You Report	sen.	5
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	D) E]	Findesture Pentium Filed for All Agencies You Represent Furthingues Pending For All Agencies You Represent Inform Europe and Stated Funds Eventy Reporting Pa		\$
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1) Amount	Awarded and Transferred	io all Agracies Pursuant	nı 59.022 (f)(1)	3	
2) Amouts	Awarded and Reserved by	Your Agency Pursuant	te 99 022 (fi(1)	s	
Er Amguni Av	carded Fox All Agencies Y	nu Represent Pursulat i	o 59 923(a)	_]	
I) Answer	Awarded and Transferred	to all Agencies Pursuant	to 59 023(e)	s	
Z) Aniousi	Awarded and Rosmicod by	Your Agency Pursuant	tu 59.023(n) [.]	3	
F) Proceeds R	ocewed by Your Agent y	num Sale of Forficied Pe	ropid).		
G) Annual Re	numed to Crime Victims:			3	_
II) Other Reco	nc.bation flems				
i) foral Expe	ncicures of Foofcieed Fund	s During Reporting Peci	od		
J) Ending Bai Instruction rocal in line	s: Add fines A. B(2), C. D	(2), E(2). F. and H. solv	eram lines G and 1, place	\$ 10,980.4	7
оп опава в	ROPERTY				
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Pending for all agencies as beganning of seporting period					
Strated by your agency during reporting period:		ł			
New petitions filed for all agencies during reporting period:		i	<u>i </u>		4
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all agenter during reporting the property of t		RECEIVED FROM A	JNOTHER AGENCY		

	F) Dibei.		*
٧ —	FORFEITED PROPERTY TRANSFERRED OR LOANED TO AN	 Outliek	
	At Moor Vehicles		
	A) Real Proyecty		
	C) Computers		
	D) Fricamic.		
	E) Other	 .	<u></u>
VI.	EXPENDITURES		
_	A) SALARIES		
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	2 Salary Budgetod Solely Feom Professor Funds		
	3 Number of Employees Faid Using Parletture Punds		
	4. TOTAL SALARIES PAID OUT OF CHAPTER SUFFIXION.	 -	
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	For Employees Budgeted by Governing Body:	15	
	 For Fraphoyees Budgeted Salely aut of Forfather Pungs. 	5	
	Number of Employees Pais Using Fortenum Funds	- - -	
c	4. ROTAL OVER TIME PAZD OUT OF CHAPTER 54 FUNDS		- ,
_			
	Vehicles.	5	
			_
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	5. Software	s	
	6 Mantenance Costs	5	_
	7. Uniforms	5	
	8 K5 Related Coses	\$	
	S Visual And Equipment for Engation	ļ	_
	10 Other (Provide Detail on Addensial Slog))	\$	_
	11. TOTAL EQUIPMENT PURCHASED WITH CHAPTER 19 FUNDS	5	_
D ₁	SUPPLIES	-	<u>s</u>
	Office Supplies.	4	

2		Mishile Pages and Data Account Fees.	·	
- 3		Sestement:	s	
			\$	
-	_		5	
		TOTAL SUPPLIES PURCHASED WITH CHAPTER SY FUNDS:		5
Fi -	_	TRAVEL		
	,	J. State Travel		
-	_	t i Transportation.	5	
	-	b) Mirals & Losging.	3	_
	-	c) Mileogr	s	_
		d) incidental Expresses.	5	
		e) Total in State Travel	3	
	,	Out of State Travel		
-	-	a) Transportation.	3	_
		b) Meals & Lodging	i	
		c) Milcast	,	
		d) facidenial Expetives	د	_
		c) Total Dor of State Travel	5	
	3.	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		5
P)		TRAINING		
-,	_	Fron (Conferences, Sessenary)	5	_
	<u>-</u>	Materials (Books, CDs, Videns, etc.)	,	
	- -	Other (Provide Ostall on Addinosal Sacer)	5	
	<u>,</u>	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS	T	1
G)	-	INVESTIGATIVE COSTS		
	_	Informatis Costs.	5	_
	-	Buy Monry	3	_
	-,	Lab Express	s	_
	4	(lither (Provide Detail on Additional Shots)	<u></u>	_
	5.	TOTAL DIVESTIGATIVE COSTS FAID OUT OF CHAPTER 59 FUNDS		5
н		PREVENTION TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (purposes to Arbitos 59.66 (d-3(6)), (b), (i), (ii), (ii), (ii) (d-2i);	Б	
_	_	Total Prevention/Treatment Programs (pursuant to 59 Obj.d. 3(6); (6); (j)	5	_
	2.	Total Financial Assistance (parasian) to Articles 49.06 (a) and (n))	3	

10

	7 Total Donations (pursuant to Articles 59 (6-17))	1.	N) TOTACE ADMICES.	
	TOTAL PREVENTION TREATMENT PROGRAMS / FINANCI, 4. ASSISTANCE/DONATIONS (pursuant to Articles 59.06 (d-3)(d), (b), (b) (d-3):	AL (D.	NOTE: BOTH CERTIFICATIONS MUST	
<u>n</u>	FACILITY COSTS		AUDITOR / TREASURER / ACC	OUNTING PROFESSIONAL / RESPONSIBLE OFFICIAL CERTIFICATION
	Building Purchage.	1.	_	
	2 Lease Paymonus	1,	I swear or affine that the Commissioners Cour	 City Council or Agency Head I if no governing body) have equested that of the Code of Criminal Procedure and that upon diligent inspection of all the Code of Criminal Procedure and that upon diligent inspection of all.
	3 Remodeling	,	relevant documents and supposting materials,	of the Code of Criminal Proceedings and this report is true and correct. I believe that the information contained in this report is true and correct.
	4 Maintenance Costs	3		
	! Dulique	 	AUDITOR, TREASURER,	
	Other (Provide Detail on Additional Sheet):	 	ACCOUNTING PROFESSIONAL or RESPONSIBLE OFFICIAL (Printed	
	7 TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:		Name):	Jo Ann Lujan
_1)	MISCELLANEOUS FEEN			Administrative Assistant
	Crim Costs	† ,		Ophm Rujan
	2. Hitrog Fees	 	SIGNATURE:	September 9, 2014
_	3 Engagement	†:	DATF:	24 hermaes 11
	4 Writess Fees (including travel and security):	<u> </u>		NCY HEAD CERTIFICATION
_	 Audir Costs and Fees (including path) preparation and professional fees) 	1		y, that I have accounted for the seizure, forfeiture, receipt, and specific
_	5 State Bar Shies and Legal Association Diego		expenditure of all proceeds and property sub	y, that I have accounted for the Section Procedure, and that upon diliger jees in Chapter 19 of the Code of Crimmal Procedure, and that upon diliger
_	7 legal Library Supplies and Access Fees	15	inspection of all televant documents and sup-	porting materials, dits asset interesting if further swear or affirm that a
_	S - Fifter (Provide Detail on Adoptional Sheer)	-	expenditures reported fierein were lawful as	nd proper, and made in accordance with Texas law
_	TURAL MISCELLANEOUS FRES PAID OUT OF CHAPTER 59 (UNDS:	13		
K)	PAIR TO STATE TREASURY/GENERAL FUND/HEALTH & HIMAN SPRVICES COMMISSION:		ATTORNEY REPRESENTING THE STATE (Hiscard Official) (Prissed Naise)	Dorothy A. Holguin
_	Total paint to State Treasury rise to lack of local agreement purceivacin 59 file (a)	<u>, — — — </u>		CHO DOMA
2	Total paid to State Treatment days			2014
_		\$	DATE:	September 9, 2014
	First pand to General frond pursuant to SS $M(C, R) \in C^{-1}$ basis Department of Public Safety only (RETURN COMPLETED FORM TO:	Office of the Automey General
4.	Tigal forfeiture funds transferred forthe Health and Historn Services Commission pursuant to 59.06 (1)	-	RETURN CONTINUE CONTINUE	Criminal Prosecutions Division P.O. Box 12548
	TOTAL PAID TO STATE TREASURY GENERAL FUND/HEALTH & FLMAN SERVICES COMMISSION OUT OF CHAPTER 39 FUNDS:	<u>'</u>		Austr., TX 78711-2548 Artn. Keis Richardson (512)463-1591
Li	TOTAL PAID TO COOPERATING AGENTYMESS PURSUANT TO LOCAL AGREEMENT.		-	Chapter59AuditReport@texasattorneygeneral gov
MI	TOTAL OTHER EXPENSES PAID OUT OF CRAPTER SO PUNIS WHITE ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES (provide decided assemptions on additional shares) and attach to this report.	1	- WE CANNOT ACCEPT FAXE ORIGINAL DOCUMENT TO OL	D OR EMAILED COPIES PLEASE MAIL THE SIGNE OR OFFICE AT THE ADDRESS ABOVE.
Ej9era			- Berg Que STREE	Page
		Faye *	79.34	

DISTRICT ATTORNEY'S FORFEITURE HOLDING ACCOUNT ACCOUNT RECONCILIATION 9/1/13 8/31/14 WINKLER COUNTY \$8,353.78 CRANE COUNTY \$2,058.42 BALANCES AS OF 9/1/13 INTEREST EARNED FORFEITURES J. GONZALES \$553.00 TOTAL DEPOSITS AND VOIDED CHEC \$8,367,73 \$2,612.74 ESS DISBURSEMENTS TOTAL DISBURSEMENTS <u>\$0</u> 00 IALANCE 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 PRECINCT NO. 1

ANNUAL ROAD REPORT

- Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Forms.
- Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$_507,767.13_____
- 3. Number of traffic control devices in the precinct defaced or torn down; $\underline{\mathbf{8}}$
- Any new road that should be opened in the precinct No.
- Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: \$ <u>NVA</u>

Submitted by the undersigned on this 13th day of October, 2014

Companies Billy Stevens Procent 1

Signature Billy Stevens Procent 1

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

Vide M Dringson

VIDA M SIMPSON
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 07-14 201

My commission expires. July 14, 2015

[File In minutes and submit to grand jury with a copy of any road work contracts for past year per Section 251.005, Transportation Code]

List of County Roads by Name and/or		Cause of Degradation	Condition	Culvert Bridges Condition Condition	Length of Road in 10th
Number	Poor)		Poor)	Poor)	
		Caliche. Severely jutted due to heavy traffic, numerous mud holes			
County Road 304	Poc	Needs two (2) CR 304 signs.	N/A	N/A	1.0
		Payed Several areas of shoulder degradation. Has several puthole areas			
		Caused by trac trucks and other heavy vehicles. Necds new CR 305 sign			
County Road 305	Poez	and 2 posts.	N/A	N/A	0.7
		Paved-east truck route. Severe shoulder degradation and numerous			İ
County Road 313	Poer	potholes and ruts due to heavy trucks of all kinds	N/A	N/A	15
		Paved-east truck routh. Severe shoulder degradation and numerous			
County Road 500	Poor	potholes and ruts due to heavy trucks of all kinds	N/A	N/A	0.2
		Paved-east truck roote. Severe shoulder degradation and numerous			
County Road 501	Pogr	potholes and ruts due to heavy trucks of all kinds.	N/A	N/A	0.5
County Road 502	Poor	Calithe. Washboard areas and areas of ruts. Needs one (1) CR 502 sign. N/A	N/A	N/A	3.2
County Road 525	Poor	Calithe. Washboard areas and areas of ruts. Needs one 4.) CR 525 sign. N/A	N/A	N/A	3.0
Drake	Poor	Normal traffic - degradation due to age of road	4/4	N/A	0.2
lallev	Fair	Normal traffir - degradation due to age of road	N/A	N/A	0.3
Hendricks	Fair	Normal traffic - degradation due to age of road	N/A	V/N	0.3
Kermylt	Poor	Normal traffit - degradation due to age of road	N/A	N/A	0.3
Perry	Fair	Normal traffic - degradation due to age of road	N/A	N/A	0.4
	Poor	Normal traffic - discadation due to app of road	N/A	N.A	6.0

COUNTY OF W	INKLER CC	COUNTY OF WINKLER COMMISSIONERS' ROAD REPORT PRECINCT NUMBER: 1	R: 1		
List of County Roads	Road	Cause of Degradation	Culvert	Bridges	Lengthof
by Name and/or	Condition		Condition	Condition	Road in 10th
Number	(Good, Feir,		[Good, Fair,	Good, Fair, (Good, Falr.	Miles
	Poor)		Poor)	Poor)	
Campbell	Popr	Normal traffic - degradation due to age of road	ø/N	4/k	0.3
Catclaw	Poor	Normal traffic - degradation due to age of road	N/A	N/A	. 0
		Much shoulder degradation. Several areas of ruts and numerous			
		potholes throughout the 13 miles. Heavy oil tanker and frac truck traffic.			
		Reeds several signs (2 cattle crossing; stop anead) Cracks down middle of			
County Road 101	Poor	pavement. Pavement coming apart.	N/A	N/N	14.0
County Soad 102	Good	Pavert, gnod shape-little to no traffic. Golf course road	N/A	W/N	1.1
		Caliche road. Numberous washboard areas and ruts from heavy truck			
		ernyon. Caliche is thin from traffic bading. Sign needed: stop ahead,			
County Road 103	Puor	cattle crossing, CR 103.	N/A	N/N	8.1
		4 miles paved fair condition, slight shoulder damage 1.8 miles calighe			
County Road 104	Fair	Washboard ruts and thin caliche due to blading Signs okay.	N/A	N/A	2.2
		Caliche -moderate to severe ruts in caliche due to heavy truck traffic.			
County Road 105	Poor	Dirt on road due to wind in spring.	N/A	N/A	2.0
		Shoulder of road for entire length degrading due to heavy volume of			
		traffic. Pavement thin in areas and rutted. Also, numerous tracks down			
County Road 107	Poor	middle of road.	N/A	N/A	7.2
		Severe shoulder deterioation, ruts in pavement and a few potholes. This			
		is caused by heavy truck traffic of all kinds. Needs new CR 133 sign and			
County Road 133	Poor	post.	N/A	N/A	2.5
1		Paved. Severe shoulder degradation due to over-weight trucks. Severe			
		pavement wear (ruts) due also to over-weight loads. Needs repaving			
County Road 301	Poor	Needs new stop sign and CR 301 sign.	N/A	N/A	2.9
		Paved. Severe shoulder degradation due to over-weight trucks. Needs			
		new CR 302 sign and pole. Area of numerous patholes. Areas of cracking			
County Road 302	Pabi	down middle of road.	N/A	N/A	5.9

UNTY OF WINKLER	ş
ECINCT NO. 2	§

ANNUAL ROAD REPORT

- Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation. See Attached Forms.
- 7. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$ 370,067.57
- 8. Number of traffic control devices in the precinct defaced or torn down: 0_____
- 9 Any new road that should be opened in the precinct: No........
- 10 Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: \$ NVA

Submitted by the undersigned on this $\underline{13^{11}}\,$ day of $\underline{\text{October}},\underline{2014}\,$

Commissioner Robbie Walf Precinci 2
Signature: Walls Walf

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

Veda M Dingon Notary Public

Printed Name: Vida M. Simpson My commission expires July 14, 2015

(File in minutes and submit to grand jury with a copy of any road work contracts for past year per Section 251, 005. Transportation Code]

12

Condition of Con	List of County Roads	Road	List of County Roads Road Cause of Degradation	Culvert	Bridges	Length of
Stood, File	by Name and/or	Condition	•	Condition	Condition	Road in 10th
Poor) Stutietr of could for entre lingth high serie (out to history column informative of could for entre lingth high serie (out to history column informative of could for entre lingth high serie (out to history column informative of could column informative of column informative	Number	(Good, Fair,		[Good,	[Good,	Miles
Stander of and for entre height riggs for glat to heise you obtained		Poor)		Fair, Poor)	Fair, Poor)	
Train Figure 1 and the State of the Control of the State			Shoulder of road for entire length degrading due to heavy volume of			
For party good rendelin, Small areas of shoulder cracking, Needs re-paining, Near August Consider by Reservation, 1918 and 1918 a		Boos	maintair. Mayoring in the in areas and rusted. Also, numerous cracks down maintain of road.		4	ć
Severe Seconder preferror from January of shoulder cracking Neeter repoving NyA NyA		001	madic of bad.	Y.	N/N	0.50
Source shoulder peterioration, 125 in parenters and a few prohabit. This is closed by beary traffic of all forms. Seeds rear CR 133 sign and N/A N/A Poor Probability Colored to the colored seed of the colored seeds of t	County Road 109	Fair	Fairly good candition. Small areas of shoulder cracking. Needs re-paying	N/A	Α/N	0.7
2001 9901 1902 1903 1903 1903 1904 1904 1905			Severe shoulder deterioration, ruts in payement and a few potholes. This			
2001 1990; 2002 2002 2003 2004 2005			is caused by heavy truck traffic of all kinds. Beeds new CR 133 sign and			
Pages Select of the delignes activity Not Pages		Poor	post.	N/N	N/A	1.9
		Poor	Heavy trick traffic due to oil and gas activity	N/A	Poor	13.5
Decor All new Weekler, or post and gost strickly Decor All new Weekler, or post and gost strickly MAN		Fair	Heavy truck traffic due to oil and gas activity	Fair	N/A	3.9
Dept. Heavy Total Christian of the Line of the Lin		Good	All new blecktop	A/A	N/A	2.0
Good Heary Tree of still face to solicity MA MA MA MA MA MA MA M		Poor	Heavy truck traffic due to diland gas activity	N/A	N/N	1.8
Page Peersy Work Office Control of the Control of C		Good	Heavy truck traffic due to oil and gas activity	N/A	N/A	1.8
Sept		Poor	Heavy truck traffic due to oil and gas activity	N/A	N/A	1.3
Sin Presey user striking let of user gos settining NIA NIA		rair	Heavy truck traffic due to oil and gas activity	N/A	N/A	1.5
Sate Analysis of stratification of and gustativity NIA NIA Sate Analysis of stratification of and gustativity NIA NIA Good Analysis of stratification of and gustativity NIA NIA Good Analysis of analysis of stratification of strati		Fair	reasy truck traffic due to oil and gas activity	N/A	N/A	2.7
Fair Heavy ruck triffic clae to ol and got activity NI/A NI/A NI/A Fair Heavy ruck triffic clae to ol and got activity NI/A NI/A Fair Severe absolute detentionation and severe absolute detentionation and severe absolute detentionation and severe absolute detentionation, needs severely NI/A NI/A Fair Severe absolute retentionation, needs severely NI/A NI/A Fair Severe absolute retentionation, needs severely NI/A NI/A Fair Celebre five condition Sight nuts slue to produce to right Fair Recoy ruck citific set and much losts Sign ruck due to right Fair Celebre five condition Sight nuts slue to produce to triffic. NI/A NI/A Fair Heavy ruck citific set and ending set about Fair Heavy ruck citific set and ending set and end		Fair	Heavy truck traffic due to oil and gas activity	N/A	N/A	3.4
Good Air new Backtoon MA MA MA MA Good Air new Backtoon MA MA MA MA MA MA MA M		Fair	Heavy truck traffic due to oil and gas activity	N/A	N/A	1.5
Fair Street shoulder deterioration, needs recording. NIA NIA NIA For the shoulder deterioration, needs recording. NIA		Good	Alf new blacktop	N/A	N/A	0.7
Fur Shower bodder or relocations, preeds presently needs become NA NA NA NA NA NA NA N		Fair		N/A	N/A.	0.1
Cardite-numerous uts, washebert areas into slow destruction due to high trouck traffic Serial much blies 5 gars reacted two seed bump lights, 1 NuA NuA 1/2		Far	Sovere shoulder deterioration, needs recoating.	N/A	N/A	0.2
Trook track Several much holes 5 gin reaced, Ivio apead bump lights, 1 NIA NIA NIA Sun Sun September Sun			Catiche-numerous ruts, washboard areas and show destruction due to high			
200x			truck traffic. Several mud holes. Signs needed two speed bump signs, 1			
Sim Collecte-for conditions 5 again that due to moderate traffic. NA NA NA Sim Heavy track traffic due to no day a extensity Sim Heavy track traffic due to no day a extensity NA		Poor	dip sign and CR 402.	N/A	N/A	0.2
an Heavy truck traffit, due to vil and gas activity N/A N/A N/A Fair Heavy truck traffic due to oil and gas activity N/A N/A N/A	!	-aur	Caliche-fair condition. 5 ight ruts due to moderate traffic.	N/A	N/A	0.4
Fair Heavy truck traffic due to bill and gas activity N/A M/A		-air	Heavy Iruck traffic due to oil and gas activity	N/A	N/A	0.0
		Fair	Heavy truck traffic due to oil and gas activity		W/A	5.0

COUNTY OF W	INKLER CO	COUNTY OF WINKLER COMMISSIONERS' ROAD REPORT PRECINCT NUMBER: 2	7		
List of County Roads,	Road	Cause of Degradation	Culvert	Culvert Bridges	Len
by Name and/or	Condition		Condition	Condition Condition Road	Road
Number	(Good, Fair,		(Good,	(Good,	Σ
	Poor)		Fair, Poor	Fair, Poor) Fair, Poor)	
		Paved. Normal to very light truck traffic; alligatoring; needs shoulder			
Main	Fair	work	A/A	N/A	0
Pyote	Fair	Normal Saffic.	N/A	A/A	0
Sweetwater	Fair	Paved. Norma to very light muck traffic	N/A	N/A	ľ
Таѕсоѕя	For	Paved. Norma: to very light truck traffic.	N/A	N/A	ľ

ith of in 10th lies

PRECINCT NO. 3 ANNUAL ROAD REPORT 11 Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Forms. 12 Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$__106,143,41 13. Number of traffic control devices in the precinct defaced or torn down: 0 14. Any new road that should be opened in the precinct: No 15.Any bridges, culverts, or other improvements necessary to place the precinct mads in good condition, and the probable cost of the improvements: \$ <u>NIA</u> Submitted by the undersigned on this 13th day of October, 2014 Commissioner Randy Neal
Signature: Landy fuel sed and sworn to, before me, the undersigned authority, this $\underline{13}^{\text{lh}}$ day of 2014 Vida Dempon

COUNTY OF WINKLER

VIDA M SIMPSON NOTARY PUBLIC STATE OF TEXAS Commission Expires 07-1 Printed Name: Vida M. Simpson My commission expires: July 14, 2015

[File in minutes and submit to grand jury with a copy of any road work contracts for past year per Section 251.005, Transportation Code]

COUNTY OF WINKLER PRECINCT NO. 4 ANNUAL ROAD REPORT Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Forms. 17. Amount of money necessary for maintenance of the precinct roads during the next fiscal year. \$ 402,579,97 18. Number of traffic control devices in the precinct defaced or torn down: Z_____ 19. Any new road that should be opened in the precinct: No

20. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: \$ <u>N/A</u>

Submitted by the undersigned on this 13th day of October, 2014

Commissioner Billy Ray Thompson Precinct 4 Signature: Billy Ray Shomps

Subscribed and swom to, before mo, the undersigned authority, this 13^{m} day of October, 2014.

Vide Ni Draipson

Printed Name: Vida M Simpson

My commission expires. July 14, 2015



[File in minutes and submit to grand jury with a copy of any road wor contracts for past year per Section 251,005, Transportation Code]

List of County Roads Road Condition	Road Condition	Cause of Degradation	Culvert	Bridges	Length of
by Name and/or	[Good, Fair.		Condition	Condition	Road in 10th
Number	Poor)		(Good, Fair, Poor1	(Good, Fair, (Good, Fair, Poorl	Miles
Bodaire					0.0
Bert	Sood	Sul good, moderate traffic.	N/A	N/A	8
County Road 306	Dood	Paved sections in good shape.	A/A	N/A	5.6
County Road 306	Sar.	Catiche is all new and ready to be payed with little work.	N/A	N/N	1.3
		Shoulders of road are deteriorating due to high volume of traffic.			
County Road 307	Poor	Few pot holes. Needs re-paving.	N;A	N/A	0.8
		Paved -east truck route Nevere shoulder degradatio and numerous			
County Road 313	Poor	portholes and ruts due to heavy trucks of all xinds.	N/A	۸/۸	0.5
		Paved portion is poor. Numerous cracks, potholes, and shoulder	L		
		deterioration. This is due to a very high rate of traffic of all kinds.			
		(pick-ups, dump trucks, water and oil hauters, and drilling			
		equipment). The pavement is coming apart in the middle and in			
		several locations, the road base seems to be failing. The caliche			
		portion of the road is rutted with numerous washboard areas.			
		Many attempts have been made to repair, but traffic flow is too	_		
County Road 434	Poor	great.	٨/٨	N/A	2.6
County Road 520	Good	Few patholes due to age	N/A	N/A	0.6
udaso.		Still good, moderate traffic.		N/A	0.1
Mesa	Good	Stilt good, moderate traffic.	V/N.	N/A	0.1
forminy The mason					
School	Pood	Few patholes due to age	N/A	NA	50
/an	6000	Few potholes due to age		N/A	0.2
Wheeler	Good	Still good, moderate traffic.	N/A	N/A	0.1
East Winkler	Fair	Shoulder damage due to age	N/A	N/A	0.2
Eddins	Fair	Shoulder namage due to age	N/A	N/A	0.1
Colk	Fair	Shoulder damage due to age	N/A	A/N	03
_				N/A	0.1
Oaklawr Drive	Fair	Titale shoulder damage	N/A	V/N	0.3
Post Hand	Fair	Shoulder damage due to age	ļ	N/A	. 0

List of County Roads	Road Condition	Cause of Degradation	Culvert	Bridges	Length of
by Name and/or Number	(Good, Fair,		Condition	Condition	Road in 10th
	Poor)		(Good, Fair,	[Good,	Miles
			Poor}	Fair, Poor)	
		West of SH 115, oil frusk traffit tearing up pavement. East of			
County Read 207	Good	SH 115, oil truck traffic tearing up pavement	N/A	۸/۸	0.0
		Caliche-numerous ruts, washboard areas and show			
		destruction due to high truck traffic. Several mud hoies. Signs			
County Road 401	Poor	needed: left curve, right curve, two CR 401 signs.	N/A	N/A	7.8
		Caliene numerous ruts, washboard areas and snow			
		destruction due to high truck fraffic. Several muc hoies. Signs			
County Road 402	Poor	needed: two speed bumps, 1 dip sign and CR 402 signs.	N/A	V/V	8.3
		Several rutted areas, mud holes and several areas of shoulder			
		erosion due to high heavy-weight truck traffic. Signs needed.			
County Road 403	Papr	left curve, zigh curve, CR 403 sign.	N/A	N/A	4.1
		Paved portion is poor. Numerous cracks, potholes, and			
		shoulder deterioration. This is due to a very high rate of traffic			
		of all kinds (pick-ups, thimp trucks, water and oil haulers, and			
		crilling equipment The pavement is coming apart in the			
		middle and several loctions, the road base seems to be failing.			
		The caliche portion of the road is rutted with numerous			
		washboard areas. Many attempts have been made to repair,			
County Road 404	Poor	but traffic low is too great.	K/A	N/A	12.5
		Caliche -severe ruts and washboard throughout entire road			
		due to heavy traffic (oil haulers). Ca' che thin. Needs new CR			
County Road 405	Poor	405 sign.	N/A	N/A	1.1
		Heavy truck traffic due to oil and gas activity. 18 miles needs	_		
County Road 409	Fair	paving, (note - continuation of CR 209)	N/A	N/A	5.3
County Road 410	Fair	ed CR 410 sign.	A/N	N/A	m • t
County, Oand 6 15			.,,		

10-13-2014 13

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 <u>ACCIDENT PREVENTION PROGRAM</u> QUARTER ENDING SEPTEMBER 30, 2014

Committee Members:

Randy Neal, Co-Coordinator

Dana Shipley Don Kapka Robbie Wolf, Co-Coordinator

Walter Roberts
John Henderson
James Everett

Don Kapka Renee Treadwell Ronnie Flowers
John Leavitt

Vida Simpson, Co-Coordinator

George Keely Geneva Baker Mark Terry

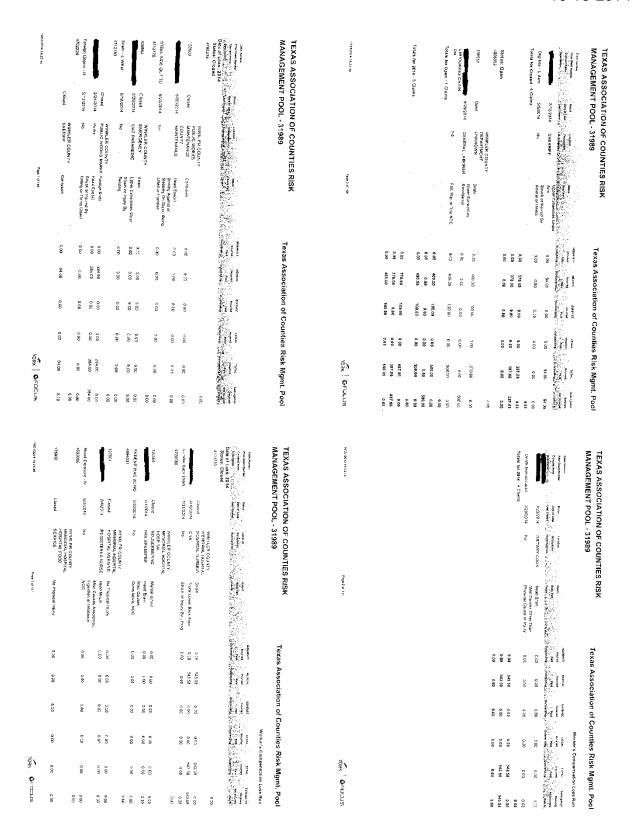
From July 1 to September 30, 2014, there were two (2) county incidents reported. The following incidents were added to the Winkler County Accident Log during the second quarter.

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

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

None

							Ē	4th Quarter						T		755000#	100000	3rd Quarter							4/85234	4731736	4726080	ō	2nd Quarter					4713728	4712793	4713728	4694031	4690006	ē	2014 1st Quarter	
Þ															9/19/2014	8/5/2014	0.550								6/2//2014	4/30/2014	4/3/2014							3/5/2014	2/25/2014	2/19/2014	2/5/2014		Report		
ANNUAL TOTALS	101						DOI STA		固						8/20/2014	9/5/2014 B/29/2014 Open	DOI ST		ſ	링.	L	! 			6/26/2014 Open	4/16/2014 Closed	1/2014	TS IOD		同	}			2/28/2014 CI	2/25/2014 2/24/2014 Closed	2/12/2014 CI	2/4/2014 Closed	1/23/2014	<u>S</u>		
 	TOTALS \$	(0)	5 57	4	69	59	STATUS TOTPD		TOTALS S		5 5	s	\$5	SA 60	9 69	L	STATUS TOTPO	1	ľ	TOTALS 5	\$	ļ	n e	A 65	S	€5	_ [STATUS TOTPD		TOTALS S	6	n ca	\vdash	8	S	4		1	STATUS TOTPD		
930.64 \$ 50	\$	\perp	· ·	44	s	'	REMRES		\$ 5	4	 SA 60	\$	49 6	in u	• 4	l	REM			543.58	\$	59 6	1.	1	+	543.58 \$	1	D REMRES		387.06 \$,	,			-	8	to 4	1	PD REMRES		
500.00 \$ 1,430.64	45		, 19 69	\$	\$	60 6	ES TOTING		500.00 \$ 50	•	\perp	69	· ·	n 4	•	500,00 \$ 5	L g		- 1	60	٠ چ	\$ 6		Ļ	45		4	RES TOTING		. 8			s		-1	1	 	Ļ	RES TOTING		
0.64						· ·	Н		500.00	-		,			- Knee	500.00 Shoulder				543.58	-	. .	-	. -	- Eye - Left	543.58 Back - Lumbar		1		387.06	ļ.	. -		9.00 Wrist Left	284.00 Eve - Right	94 06 Am. let	- Diago	L			
							BODY PART DESC									91	BODY PART DESC								eft	Lumbar	177	DEST TRACT VIOLE						eff	Right	2			DESC PART DESC		
							NATURE DESC								Dislocation	Strain	NATURE DESC								Eye injury	Strain	Strees Montal	NATI DE DESC						Other	Eve Initing	Disorting	Death	1000	NATURE DESC	WINKLER COUNT	
							CAUSE DESC								, , , , , , , , , , , , , , , , , , ,	Fall, Slip or Trip NOC	CAUSE DESC								Struck/Injured - Other	Strain/Overexed-Lift/Lowering	Other/No Presiding of	CALIGE DESC						Other/No Special Event	Erreion substance eve	Exposure to - Otter	Other/No Special Event	01000	CALISE DESC	WINKLER COUNTY LOSS INFORMATION	
							SOURCE DESC								The state of the s	Unhooking Chain	SOURCE DESC								used 2x2 board to spread 1/4" steel side out to weld plate on it; board split off & hit in the left eye	Back went out while lifting patient from bed	Dania Stack Selection of the Common of the	600 180 18 18 18 18 18 18 18 18 18 18 18 18 18					Section () I was a server of all other server (see a server) Thinles (see as a section of).	Operating hand electric field and writer Very minor critation. No swelling pain was gone next day	While stone naticles of stone or distributed many or make the stone of	Coservilly would ingenon when patients soon mud and prove sponted micro-instrument. Transition VC Make a commonded that the total court be actived a silical base to be altered my foresam	Observing meals, test iii, brought to E.K., airlisted to another nospital where she died.		ADJEDON DRAD		



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

16 10-13-2014

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 Nav:

Judge Bonnie Leck

Commissioner Billy Stephens

Commissioner Robbie Wolfe

Commissioner Randy Neal

Commissioner Billy Ray Thompson

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

	Amendment No. 61	WNKC		TEXAS DEPARTMENT OF TRANSPORT RAMP GRANT - Request for R	
	chment A . Scope of S	ervices		SECTION A [TYDOT COMPLETES 1-6]	End of Service: 8/31/2015
Eligible Scope Items:	Fstimated Costs	State Share	Spousor Share	Estimated Due Date	TxDOT CSJ. M1506WNKC
	Amount A	Amount B	Amount C		PAY AS A KIND 31 VOLICHER
GENERAL MAIN TENANCE	\$98,080.00	\$49,040.00		Airport: Winkler County Name of Payee County of Winkler	Fiscal Year. 2015
TxDOT District Crack Seal Contrac	\$1,920.00	\$960.00		Texas Payee Identification No. 17560012027009	Segment 76 Dist/Div 42
SPECIAL PROJECT	\$0.00	\$0.00		Address: P.O. Drawer Y Kennit, Texas 79745	Function Code 870S
SPECIAL PROJECT	\$0.00	\$0.00		Date Received:	Object Code 383
	 			 Current Grant Amount 	\$ 50,000.00
			<u> </u>	 Less Previous Approved Payments 	s
				3. AMOUNT APPROVED THIS PAYMENT	<u> </u>
				APPROVAL:	
Total				Project Manager	Date
10(3)	\$100,000.00	\$50,000.00	\$50,000.00	Grant Manager	Date
GENERAL MAINTE-ANDE: As per contine, manigement-unprovement, of a systems, utility inflastrusure, funcine, the hangers, buildings, terminal buildings, compliance, approved project design So ADDITIONAL WORK ITEM: Please indicate your concurrence with our fax to TAINIT Aviation Division at (\$12	intering pavenients, signification, signification, signification, signification, signification, signification projects to be determined to the description of the significant description in the significant description	lake, drainage, appr unsor owned and op professional services mained and added by	reach aids, lighting grated fuel systems, i for environmental amendment.	2. DATE OF REQUEST: 3. Request Not: 4. Total amount for invoices attached 5. Less 50% Sponser Share 6. AMOUNT OF THIS PAYMENT REQUEST ATTACH COTY OF INVOICES 7. CERTIFICATION OF SPONSOR 1	and fying) for and on behalf of the County of Winkle
Signature				supplies and/or services contracted for. 1 further certify	that the account is true, correct, and unpaid.
Printed Name and Title					
Date					SIGNATURE
If e-mailing this Request for Reimi	bursement please ser	ul to <u>AV</u> NP <u>AYCON</u>	4∉t <u>xdot.gov</u>	if e-mailing this Request for Reimbursement pleas	e send to <u>AVNPA</u> YC <u>QMr&TXD</u> O1.GQ

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 205 Precinct Number 2

PIPELINE CONSTRUCTION AND INDEMNITY CONTRACT

State of Texas County of Winkler

Comes now Winkler County Commissioners' Court, by and through **The Honorable Bonnic 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.
- 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.
- 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.

19

Road Bore (Revised September 22, 2014)

Precinct Number 2

- 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.

Road Bore (Revised September 22, 2014)

Precinct 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.

Road Bore (Revised September 22, 2014)

Precinct Number 2

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 ___, the minutes of which duly reflect the same. , 20_ SIGNED AND ENTERED INTO on this the _____ day of ___ WINKLER COUNTY By_ Bonnie Leck Winkler County Judge Plains Pipeline, L.P. $\mathbf{B}\mathbf{y}_{-}$ Printed Name Rob Koenig Pipeline Manager Title_ Address 333 Clay Street Houston, TX 77002 Telephone (713) 646-4411 Cellular Telephone_ Fax_ Universal Field Services, Inc. $\mathbf{B}\mathbf{y}_{-}$ Printed Name Norma Wholf Title Permit Agent Address 333 Clay Street, Suite 160 Houston, TX 77002 (432) 332-4519

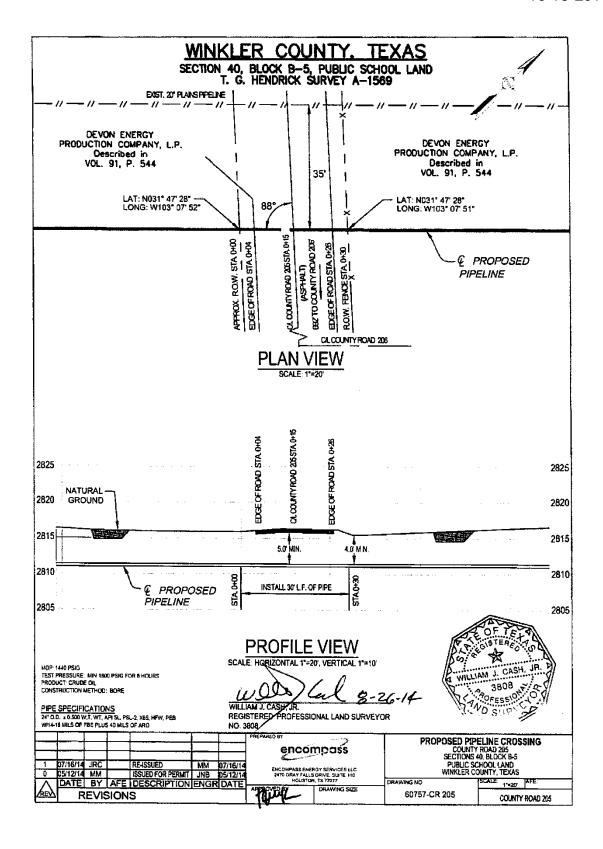
Telephone

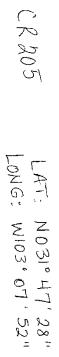
Fax:

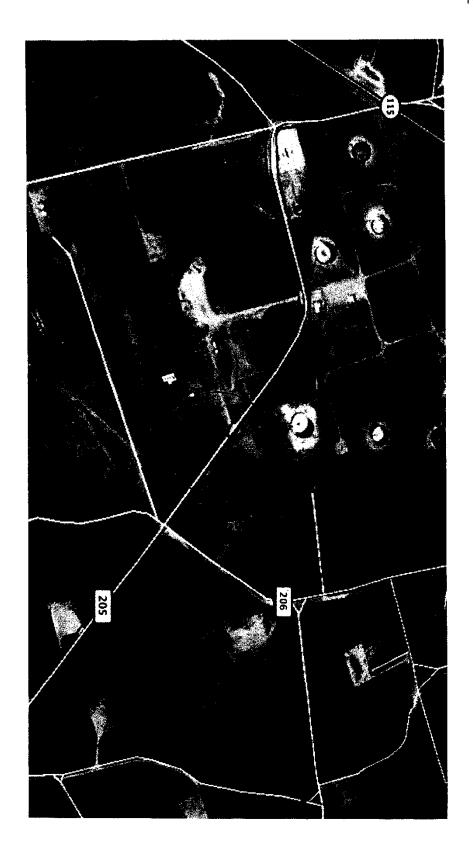
Cellular Telephone (817) 559-0189

12. The parties agree that the venue for any cause of action filed to enforce or involve the

Road Bore (Revised September 22, 2014)







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County Road Number 206 Precinct Number 2

PIPELINE CONSTRUCTION AND INDEMNITY CONTRACT

State of Texas County of Winkler

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

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.
- 1. 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.

Road Bore (Revised September 22, 2014)

Precinct 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.

Road Bore (Revised September 22, 2014)

Precinct 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.

Road Bore (Revised September 22, 2014)

Precinct Number 2

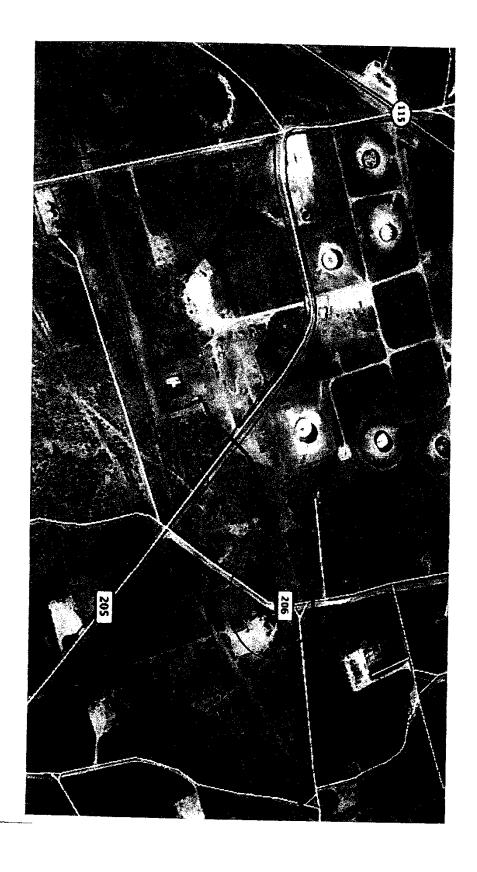
12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

SIGNED AND ENTERED INTO on t	this the	_ day of, 20
	WINKLER (COUNTY
	Bonni	c Leck ler County Judge
	Plains Pipeli	ne, L.P.
	By	
		e Rob Koenig
	Title	Pipeline Manager 333 Clay Street
		Houston, TX 77002
		(713) 646-4411
	Cellular Tel	ephone
		phone
	By	eld Services, Inc.
	Printed Nam	Norma Wholf
	Title	Permit Agent
	Address	333 Clay Street, Suite 160
		Harratan TV 77000
		Houston, TX 77002
	Telephone	(432) 332-4519 ephone (817) 559-0189

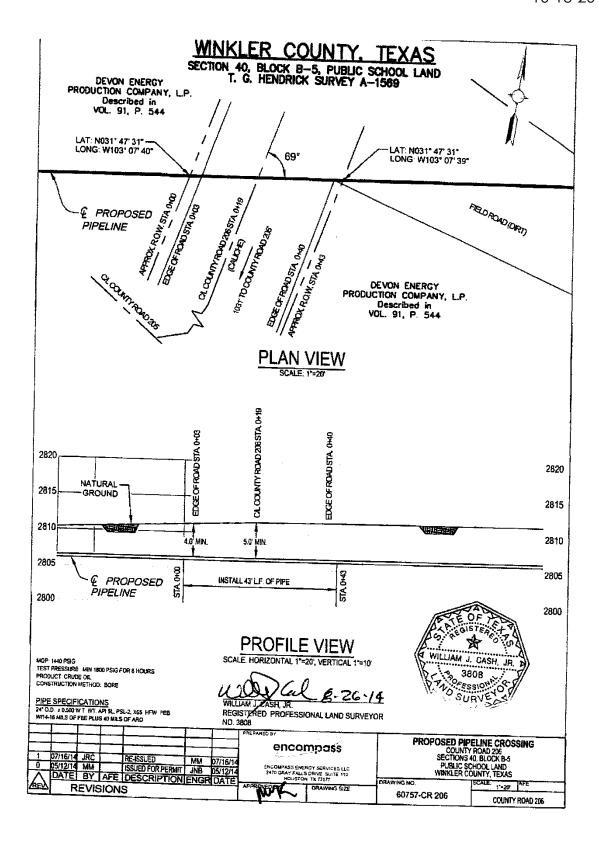
Road Bore (Revised September 22, 2014)



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30 10-13-2014

County Road Number 407 Precinct 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.
- 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.
- 1. 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.

Road Bore (Revised September 22, 2014)

Precinct Number 4

- 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.
- 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.

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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.

Road Bore (Revised September 22, 2014)

Precinct 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.

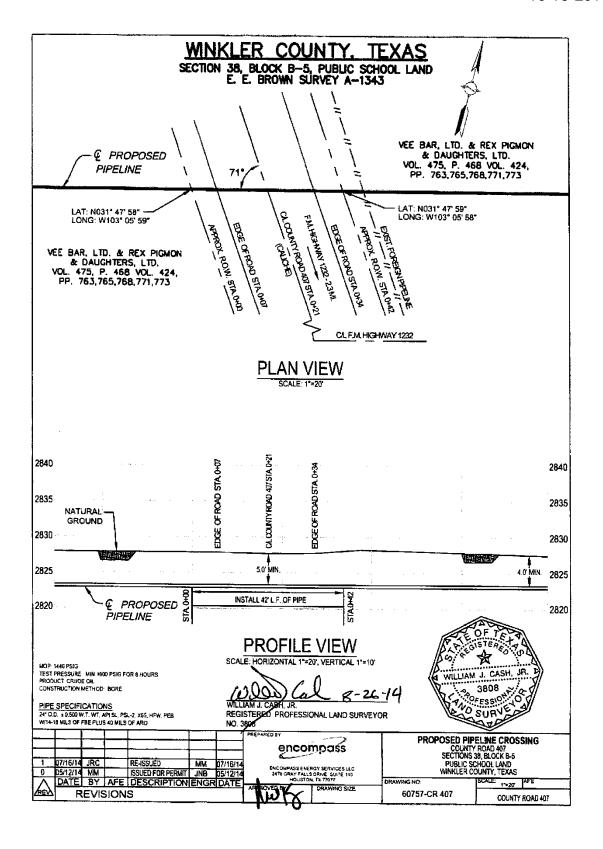
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Road Bore (Revised September 22, 2014)

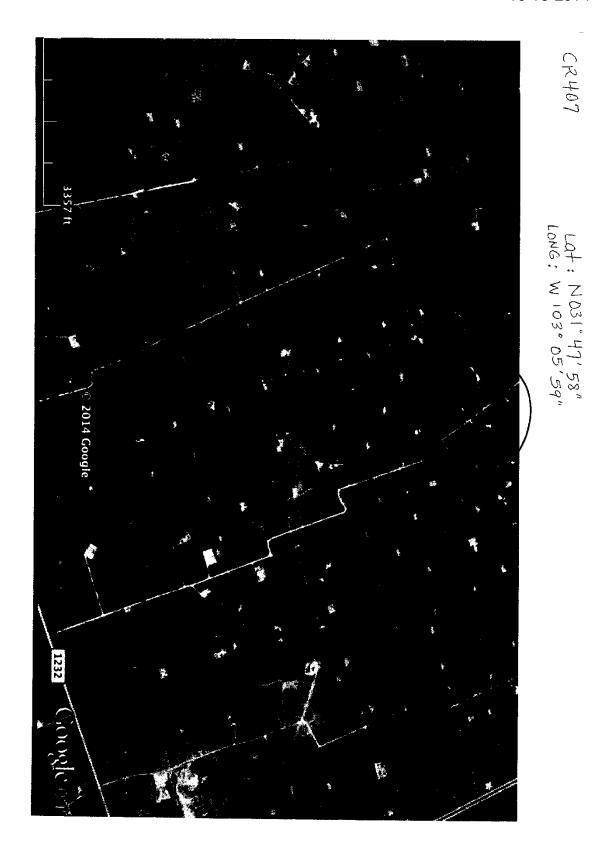
Precinct Number 4

12. The parties agree that the venue for any subject matter of this contract shall be in V	cause of action filed to enforce or involve the Winkler County, Texas.
	ras authorized by official act of the Winkler ag a meeting which occurred on theday of hich duly reflect the same.
SIGNED AND ENTERED INTO on this the	e day of, 20
WIN	NKLER COUNTY
Ву_	
	Bonnie Leck Winkler County Judge
Plair	ns Pipeline, L.P.
Ву_	
	nted Name Rob Koenig
	e Pipeline Manager
Adu	Iress 333 Clay Street Houston, TX 77002
Tele	ephone (713) 646-4411
Celli	ular Telephone
Fax	
Univ	versal Field Services, Inc.
By_	
Prin	ited Name Norma Wholf
Title	e Permit Agent
Add	lress 333 Clay Street, Suite 160
	Houston, TX 77002
	ephone (432) 332-4519
	ular Telephone (817) 559-0189
Fax:	

Road Bore (Revised September 22, 2014)



35 10-13-2014



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:

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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:

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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

817.842.0212 phone 817.842.0214 fax

<u></u>							
Winkler County Clinic						d Date:	Sept 1
ion: Kermit. Texas ,						lice SF:	
County Clinic Committe	e				Wareho		
				1	Total Build	ling SF:	
DESCRIPTION	LABOR M	AT'LS	SUB/VEND	EQ/OTH	TOTAL	\$/RSF	PROPOSED SUB/VE
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	
Coors 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 HVAC	0	0	87,751	0	87,751	12.19	
	0	0	83,000	0	83,000	11.53	
Fire Standpipe and Firm Alarm Electrical	0	0	18,600 128,000	0 0	18,600 128,000	2.58 17.78	
Data/ Tel/Security Rough In	0	0	16,792	0	16,792	2.33	
Salar For Joseph M. Hough M.	0	0	10,7 32	o i	10,7 92	0 00	
SUBTOTAL	0	0	1,286,538	0	1,286,538	178.69	
	SUBTOTAL			ı	1,286,538	178.69	
	Building Permit (I Builder's Risk Ins		(AS Review)		1,750	0.24	
	Owner's Protective		u Incurance		2,500 0	0.35	Excluded
	General Liability			1.00%	•		Excluded
	Overhead	msuranç	5	2.0%	13,165 25,731	1.83 3.57	
	SUBTOTAL DIR	ECT CO	979	2.070	1,329,683	184 68	
	Contractor OH&F		3,3	4.00%	53,187	7.39	
	TOTAL BASE BI	ID			1,382,871	192.07	
	Architecture/ Eng			0.00%	0	0.00	
	TOTAL				1,382,871	192.07	
ERNATES:					1,002,011	102.01	

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	Sep 2014		
0 - 0 - 1	12	Date	Amount
Tommy Duckworth, Co Attorney	Hot Check \$165.00	Received 10.8.14	
Bonnie Leck, County Judge		10.2.14	\$600
Minerva Soltero, Tax Assessor		10.8-14	\$5138.87
Shethelia Reed, County Clerk		10-2-14	1\$20,770.48
Glenda Mixon, JP Precinct #2		9:30-14	\$2627.00
Sherry Terry, District Clerk		10.6.14	\$4456.63
DeLynn Trammell, JP Precinct #1		9.30-14	\$ 8394.00
George Keely, Sheriff		10.4.14	\$3590.20
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 Investing 500	204	10-8-11	\$ 1815,608.04
Eulonda Everest, Treasurer + OV Aug	2014	9-11-14	\$ 1,048,250.60
Lee Wilson, Constable Pct # 2			
Richard Crow, Constable Pct #1		10-6-14	4 \$ 0

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		