

THE STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 26th day of 2015, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

- | | |
|--------------------|--|
| Charles M. Wolf | 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 Wolf 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 December, 2014 minutes; which motion became an order of the Court upon the following vote:

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

The Court received reports from Laurie Shropshire, Librarian, regarding activities at the Kermit Library; Robin Hawkins, Director, regarding activities at the Senior Citizens Recreation Center; John Leavitt, Superintendent/Greens keeper, regarding activities at the Winkler County Golf Course and Dena Floyd, Extension Agent – Agriculture, regarding 4-H and agriculture activities.

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

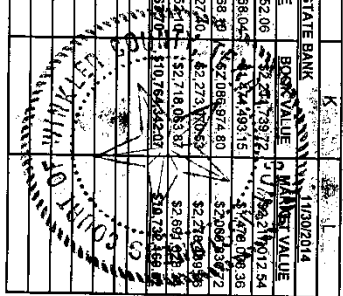
There were no Winkler County Memorial Hospital line item transfer(s), budget amendment(s) or salary schedule change(s) for the Court to consider at this time.

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

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

	A	B	C	D	E	F	G	H	I	J	K	L
2												
3												
4												
5	RECEIPTS & EXPENDITURES											
6	BEGINNING BALANCE NOVEMBER 1, 2014											
7	DEPOSITS	\$2,168,941.64										
8	VD CHKS											
9												
10	MASTERCARD CHARGE											
11	RETURNED CHECKS											
12	AMOUNT PAID OUT SINCE LAST REPORT											
13	WIRE TRANSFERS	\$328.23										
14	JURY CHKS	\$5,040.00										
15	CSCD PAYROLL TRANSFER	\$447.90										
16	TRANSFER FIGA	\$147,711.60										
17	ACCOUNTS PAYABLE	\$1,366,305.78										
18	PAYROLL	\$221,492.38										
19	AMOUNT TO BALANCE	\$402,827.59										
20	BALANCE	\$2,144,753.45										
21		\$2,144,753.45										
22												
23												
24												
25												
26												
27	TEARPOOL											
28	GENERAL FUND	0.03%										
29	HOSPITAL	0.03%										
30	BALANCE-TEARPOOL											
31	TEARPOOL'S PORTFOLIO ASSET SUMMARY											
32												
33												
34												
35												
36	CERTIFICATES OF DEPOSIT											
37												
38	SOUTHWEST BANK WINK	0.18%	2/7/2015	\$89,899.00								
39	COMMERCIAL STATE OF ANDREWS	0.65%	1/16/2015	\$100,000.00								
40	PECOS STATE BANK	0.40%	7/13/2015	\$250,000.00								
41	SECURITY STATE BANK OF MONAHANS	0.30%	3/20/2015	\$150,000.00								
42	WEST TEXAS STATE BANK OF KERMIT	0.40%	3/24/2015	\$2,000,000.00								
43	COMMERCIAL STATE OF ANDREWS	0.55%	9/29/2015	\$150,000.00								
44	TRANSPECOS BANKS OF PECOS	0.20%	9/29/2015	\$150,000.00								
45	WEST TEXAS NATIONAL BANK OF KERMIT	0.45%	3/27/2015	\$150,000.00								
46	WEST TEXAS NATIONAL BANK OF KERMIT	0.45%	3/27/2015	\$100,000.00								
47	WEST TEXAS STATE BANK OF KERMIT	0.40%	7/13/2015	\$1,000,000.00								
48	WEST TEXAS STATE BANK OF KERMIT	0.40%	7/13/2015	\$1,000,000.00								
49	FIRST CAPITAL BANK OF TEXAS	0.64/8%	5/28/2015	\$2,000,000.00								
50	FIRST CAPITAL BANK OF TEXAS	0.698%	5/28/2015	\$2,500,000.00								
51	FIRST CAPITAL BANK OF TEXAS	0.698%	6/4/2015	\$500,000.00								
52	BALANCE-GDS											
53	CASH IN BANK-KERMIT STATE BANK	0.000%										
54												
55	TOTAL CASH IN BANK											
57												

	A	B	C	D	E	F	G	H	I	J	K	L
59												
60	November 30, 2014				GENERAL FUND	HOSPITAL PROJECT	INTEREST & SINKING					11/30/2014
61	TOTAL ASSETS: CASH IN BANK, TER. POOL, FEDERAL RESERVE INVESTMENTS				\$18,788,264.72	\$	219,724.85	CUSIP #31298KEZ4	\$3,000,000.00	\$2,043,852.06	\$2,241,738.76	\$1,902,54
62								CUSIP #31298SNU6	\$2,000,000.00	\$1,392,588.04	\$1,544,493.15	\$1,798,098.36
63								CUSIP #31298KEZ4	\$10,000,000.00	\$1,839,288.99	\$2,088,874.80	\$2,009,597.2
64								CUSIP #31298KEZ4	\$3,093,189.00	\$2,395,452.10	\$2,273,700.57	\$2,278,093.95
65								CUSIP #31298SNU6	\$13,023,942.00	\$13,100,527.40	\$12,278,003.37	\$2,681,628.34
66									\$31,107,131.00	\$8,741,687.06	\$10,754,443.08	\$20,728,159.2
67												
68												
69	THE STATE OF TEXAS, COUNTY OF WINKLER: Before me, the undersigned authority, on this day personally appeared, Jeanna Wilhelm, Winkler County Investment Officer, who being by me duly sworn, upon oath says that the within											
70	and foregoing report is true, correct and prepared in compliance with generally accepted accounting principles.											
71								Jeanna Wilhelm	Winkler County Investment Officer			
72								Stethella Reed	Clerk			
73												



WINKLER COUNTY HOSPITAL BOND INTEREST

NOVEMBER TRANSACTIONS

11/12/2014		
11/12/2014		
11/26/2014		
11/26/2014	\$	5.00
	\$	5.00

CURRENT

DELINQUENT

\$	10,047.79	\$183,575.55
\$	9,006.21	\$192,581.76
\$	19,526.02	\$212,107.78
\$	7,632.07	\$219,734.85
\$	46,212.09	

WINKLER COUNTY EMPLOYEE BENEFIT FUND

<u>NOVEMBER BANK TRANSACTIONS</u>	<u>DATE</u>	<u>CHECK NUMBERS</u>	<u>DENTAL</u>	<u>MEDICAL</u>	<u>OTHER</u>	<u>STOP LOSS</u>	<u>DEPOSITS</u>	<u>BALANCE</u>
11/3/2014 BCBS 10/25-10/31/14	11/3/2014	BCBS 10/25-10/31/14		101,257.60				\$ 1,020,263.69
11/3/2014 BCBS 10/1-10/31/14	11/3/2014	BCBS 10/1-10/31/14		37,161.32				\$ 983,102.37
11/4/2014	11/4/2014						1,877.00	\$ 984,979.37
11/7/2014 8082-8084	11/7/2014	8082-8084	731.00					\$ 984,248.37
11/12/2014 BCBS 11/1-11/7/14	11/12/2014	BCBS 11/1-11/7/14		26,910.60			151,907.77	\$ 1,109,245.54
11/17/2014 BCBS 11/8-11/14/14	11/17/2014	BCBS 11/8-11/14/14		130,410.78				\$ 978,834.76
11/13/2014 8085-8086	11/13/2014	8085-8086	719.20					\$ 978,115.56
11/20/2014 8087-8088	11/20/2014	8087-8088	47.50					\$ 978,068.06
11/21/2014 COBRA	11/21/2014	COBRA					38.50	\$ 978,106.56
11/26/2014 COBRA	11/26/2014	COBRA					4,413.00	\$ 982,519.56
11/26/2014 COBRA	11/26/2014	COBRA					38.50	\$ 982,558.06
11/26/2014 8089-8090	11/26/2014	8089-8090	322.00					\$ 982,236.06
			1,819.70	295,740.30			158,274.77	

NOVEMBER 2014 GENERAL TRANSACTION

DATE	CHECK NUMBER	PAYROLL	ACCOUNTS PAYABLE	MASTERCARD EXPENSE	COUNTY SUPPORT	WIRE TRANSFERS	DEPOSITS	BALANCE
11/4/2014	59093-59097		\$ 7,899.70				\$ 1,937.87	\$ (43,232.08)
11/4/2014	69098-69131		\$ 138,795.75				\$ 260.00	\$ (41,294.21)
11/3/2014						2,019.34		\$ (41,034.21)
11/3/2014						1,678.21		\$ (39,014.87)
11/3/2014						489.00		\$ (37,336.66)
11/3/2014						417.52		\$ (36,847.66)
11/3/2014						103.23		\$ (36,430.14)
11/3/2014						49.61		\$ (36,326.91)
11/3/2014						30.60		\$ (36,277.30)
11/3/2014							\$ 6,313.29	\$ (29,933.41)
11/4/2014						3,953.92		\$ (25,979.49)
11/4/2014						2,310.08		\$ (23,669.41)
11/4/2014						810.34		\$ (22,859.07)
11/4/2014						676.12		\$ (22,182.95)
11/4/2014						658.50		\$ (21,524.45)
11/4/2014						465.17		\$ (21,059.28)
11/4/2014						113.10		\$ (20,946.18)
11/4/2014						100.00		\$ (20,846.18)
11/4/2014						100.00		\$ (20,746.18)
11/4/2014						75.00		\$ (20,671.18)
11/4/2014						59.23		\$ (20,611.95)
11/5/2014						8,560.16	\$ 456.74	\$ (20,155.21)
11/5/2014						3,412.35		\$ (11,595.05)
11/5/2014						2,336.80		\$ (8,182.70)
11/5/2014						748.69		\$ (5,845.90)
11/5/2014						338.06		\$ (5,097.21)
11/5/2014						203.74		\$ (4,759.15)
11/5/2014						47.38		\$ (4,557.40)
11/5/2014				\$ 19.37			\$ 2,422.64	\$ (2,104.76)
11/6/2014						1,625.32		\$ (479.44)
11/6/2014						1,486.85		\$ 1,007.41
11/6/2014						832.08		\$ 1,839.49
11/6/2014						461.52		\$ 2,301.01
11/6/2014						206.46		\$ 2,507.47
11/6/2014						103.23		\$ 2,610.70
11/7/2014						6,262.66	\$ 2,196.94	\$ 4,807.64
11/7/2014						987.28		\$ 11,070.30
11/7/2014						973.59		\$ 12,057.58
11/7/2014						481.85		\$ 13,031.17
11/7/2014						457.30		\$ 13,513.02
11/7/2014						112.89		\$ 13,970.32
11/7/2014						94.44		\$ 14,083.21
11/7/2014						(0.90)		\$ 14,176.75
11/10/2014							\$ 1,010.67	\$ 15,187.42

11/10/2014	59132-59133							2,285.62		20,910.67
11/10/2014	59135-59143						9,691.19			21,421.82
11/10/2014										21,820.33
11/10/2014										22,182.18
11/10/2014										21,021.88
11/12/2014						1,263.53				126,460.08
11/12/2014						100,000.00				126,460.43
11/12/2014										127,328.16
11/12/2014										127,864.19
11/12/2014										128,183.99
11/12/2014										128,422.14
11/12/2014	59132-59133									126,116.52
11/12/2014	59135-59143									116,425.33
11/13/2014										133,265.41
11/13/2014										135,292.15
11/13/2014										136,123.86
11/13/2014										136,950.86
11/13/2014										137,673.47
11/13/2014										138,143.75
11/13/2014										138,568.17
11/13/2014										138,851.45
11/13/2014										139,005.70
11/13/2014										139,122.05
11/13/2014										139,186.66
11/13/2014										142,492.61
11/14/2014										145,605.82
11/14/2014										147,586.45
11/14/2014										148,464.49
11/14/2014										148,865.53
11/14/2014										148,951.99
11/14/2014										73,686.57
11/14/2014	25537-25538									79,029.23
11/17/2014		\$	75,265.42							90,850.39
11/17/2014										93,208.67
11/17/2014										93,802.84
11/17/2014										94,386.54
11/17/2014										94,897.55
11/17/2014										95,317.93
11/17/2014										95,539.95
11/17/2014										95,708.98
11/17/2014										95,812.21
11/17/2014										95,878.12
11/17/2014										89,098.36
11/17/2014	59144-59145									(64,747.81)
11/24/2014	59146-59203	\$								(62,125.22)
11/24/2014	59136 & 59161	\$								(54,064.01)
11/18/2014										(40,218.57)
11/18/2014										(35,056.22)
11/18/2014										(30,088.11)
11/18/2014										(29,756.21)
11/18/2014										(28,478.92)
11/18/2014										(28,062.87)
11/18/2014										13,845.44
11/18/2014										5,162.35
11/18/2014										4,968.11
11/18/2014										831.90
11/18/2014										777.29
11/18/2014										416.05

11/26/2014								
11/26/2014				\$ 570.09		\$ 110,100.21		
11/26/2014				\$ 529.84		\$ 110,630.05		
11/26/2014				\$ 28.18		\$ 110,658.23		
11/28/2014				\$	\$ 9,189.37	\$ 119,847.60		
11/28/2014				\$ 890.67		\$ 120,738.27		
11/28/2014				\$ 838.82		\$ 121,577.09		
11/28/2014				\$ 589.56		\$ 122,166.65		
11/28/2014				\$ 206.46		\$ 122,373.11		
11/28/2014				\$ 206.46		\$ 122,579.57		
11/28/2014				\$ 167.56		\$ 122,747.13		
11/28/2014				\$ 57.94		\$ 122,805.07		
11/26/2014	\$ 59232	\$ 88,469.72	\$ 1,282.90	\$ 176,144.37	\$ 90,565.94	\$ 34,335.35		
	\$ 154,199.21	\$ 430,356.22	\$ 1,282.90	\$ 250,000.00	\$			

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Check No.	AP	Chk Date	Doc No	Payee	Net Amount
Facility: HOS - WINKLER CO MEMORIAL HOS					
Account Number: 10000000 - CASH ON HAND					
Department Number: 000 -					
59093	Y	11/04/2014	4132	AMERISOURCEBERGEN DRUG CORP	1,677.93
59094	Y	11/04/2014	4133	AT&T	2,287.60
59095	Y	11/04/2014	4134	AT&T	259.45
59096	Y	11/04/2014	4135	MASTERCARD	3,255.29
59097	Y	11/04/2014	4136	SUDDENLINK	419.43
59098	Y	11/10/2014	4137	AMERICAN SOLUTIONS	687.24
59099	Y	11/10/2014	4138	BAYTREE LEASING COMPANY, LLC	981.85
59100	Y	11/10/2014	4139	BEN E KEITH	6,516.79
59101	Y	11/10/2014	4140	BIBBY FINANCIAL SERVICES CA,IN	4,471.00
59102	Y	11/10/2014	4141	BLACKBURN SHANNA	175.00
59103	Y	11/10/2014	4142	CARDINAL HEALTH	3,900.47
59104	Y	11/10/2014	4143	DELCOM, INC.	385.00
59105	Y	11/10/2014	4144	DOCTOR STANLY T SELBY PA	33,333.33
59106	Y	11/10/2014	4145	DUTTON LINDA	35.00
59107	Y	11/10/2014	4146	FED-EX	34.76
59108	Y	11/10/2014	4147	FISHER HEALTHCARE	453.93
59109	Y	11/10/2014	4148	GRAINGER	126.36
59110	Y	11/10/2014	4149	HARTLEY WANNAH	200.79
59111	Y	11/10/2014	4150	HEALTHSTREAM INC.	1,983.50
59112	Y	11/10/2014	4151	HOLLY DENNY	175.00
59113	Y	11/10/2014	4152	HUSKY MECHANICAL, LLC	775.00
59114	Y	11/10/2014	4153	JEANETTA STEVENS	329.49
59115	Y	11/10/2014	4154	LABORATORY SUPPLY CO	1,485.62
59116	Y	11/10/2014	4155	MARY HAMILL	102.69
59117	Y	11/10/2014	4156	MIDESSA TELEPHONE SYSTEMS, INC	276.50
59118	Y	11/10/2014	4157	MOORE MEDICAL,LLC	1,950.08
59119	Y	11/10/2014	4158	NATIONAL HEATING & PLUMBING	3,092.08
59120	Y	11/10/2014	4159	OFFICE DEPOT	1,714.02
59121	Y	11/10/2014	4160	OLIVER PRODUCTS	1,904.00
59122	Y	11/10/2014	4161	SHELBY, JULIE	6,165.00
59123	Y	11/10/2014	4162	SIEMENS HEALTHCARE DIAGNOSTICS	1,547.05
59124	Y	11/10/2014	4163	SIERRA SPRINGS	37.94
59125	Y	11/10/2014	4164	STERICYCLE INC	1,281.39
59126	Y	11/10/2014	4165	TAMHSC	3,392.50
59127	Y	11/10/2014	4166	TEXAS MEDICAL ASSOCIATION	372.50
59128	Y	11/10/2014	4167	VERIZON BUSINESS	314.46
59129	Y	11/10/2014	4168	WAGNER SUPPLY COMPANY	18.23
59130	Y	11/10/2014	4169	WEB REVELATION	80.00
59131	Y	11/10/2014	4170	WINKLER COUNTY AUDITORS	60,497.18
59132	Y	11/12/2014	4171	AMERISOURCEBERGEN DRUG CORP	1,827.13
59133	Y	11/12/2014	4172	AT&T	48.49
59134	Y	11/12/2014	4173	CITY OF KERMIT	410.00
59135	Y	11/14/2014	4174	AFLAC - CAIC	573.20
59137	Y	11/14/2014	4176	DEPT OF EDUCATION	1,024.73
59138	Y	11/14/2014	4177	FORT DEARBORN LIFE INSURANCE	661.17
59139	Y	11/14/2014	4178	MINERVA SOLTERO	190.00

PROGNOSIS HEALTH INFORMATION SYS.

Requested By: jwillhelm

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Check No.	AP	Chk Date	Doc No	Payee	Net Amount
59140	Y	11/14/2014	4179	NATIONAL FAMILY CARE LIFE INS	12.00
59141	Y	11/14/2014	4180	SECURITY BENEFIT P/R 457 ROTH	10.00
59142	Y	11/14/2014	4181	THE SECURITY BENEFIT GROUP	905.00
59143	Y	11/14/2014	4182	WESTEX COMMUNITY CREDIT UNION	4,442.50
59144	Y	11/18/2014	4183	AMERISOURCEBERGEN DRUG CORP	1,616.62
59145	Y	11/18/2014	4184	SIEMENS FINANCIAL SERVICES	5,224.34
59146	Y	11/24/2014	4185	AGENCY 405	2.00
59147	Y	11/24/2014	4186	AIRGAS SOUTHWEST INC	3,781.47
59148	Y	11/24/2014	4187	ALCO DISCOUNT STORE	17.58
59149	Y	11/24/2014	4188	ALERE TOXICOLOGY SERVICES, INC	20.00
59150	Y	11/24/2014	4189	ANTHELIO HEALTHCARE SOLUTIONS	2,086.10
59151	Y	11/24/2014	4190	BAYTREE LEASING COMPANY, LLC	1,026.12
59152	Y	11/24/2014	4191	BEN E KEITH	1,957.71
59153	Y	11/24/2014	4192	BIBBY FINANCIAL SERVICES CA,IN	6,718.80
59154	Y	11/24/2014	4193	BUILDERS SUPPLY	90.75
59155	Y	11/24/2014	4194	CANON FINANCIAL SERVICES, INC.	1,037.10
59156	Y	11/24/2014	4195	CARDINAL HEALTH	3,622.83
59157	Y	11/24/2014	4196	CENTURYLINK	841.16
59158	Y	11/24/2014	4197	CREST HEALTHCARE SUPPLY	347.29
59159	Y	11/24/2014	4198	EMERGENCY STAFFING SOLUTIONS	47,061.00
59160	Y	11/24/2014	4199	ETACTICS, INC.	57.96
59162	Y	11/24/2014	4201	FISHER HEALTHCARE	618.39
59163	Y	11/24/2014	4202	FLYNN ELIDIA	30.00
59164	Y	11/24/2014	4203	GRAINGER	413.12
59165	Y	11/24/2014	4204	HARTLEY WANNAH	626.11
59166	Y	11/24/2014	4205	HOSPITAL RECEIVABLES SVC, INC.	38.00
59167	Y	11/24/2014	4206	LABORATORY CORPORATION OF	3,556.26
59168	Y	11/24/2014	4207	LABORATORY SUPPLY CO	757.63
59169	Y	11/24/2014	4208	LACOSTA MILLER	35.00
59170	Y	11/24/2014	4209	LOWE'S MARKETPLACE	395.32
59171	Y	11/24/2014	4210	MALLINCKRODT, LLC	1,158.00
59172	Y	11/24/2014	4211	MEDICAL DEBT MANAGEMENT, INC	1,071.54
59173	Y	11/24/2014	4212	MEDLINE INDUSTRIES INC	9.33
59174	Y	11/24/2014	4213	MEDTRAN DIRECT, INC	1,640.00
59175	Y	11/24/2014	4214	MINDRAY DS USA, INC	222.67
59176	Y	11/24/2014	4215	MN SYSTEMS	500.00
59177	Y	11/24/2014	4216	MOORE MEDICAL,LLC	91.28
59178	Y	11/24/2014	4217	NATIONAL HEATING & PLUMBING	2,130.00
59179	Y	11/24/2014	4218	NEWEGG BUSINESS, INC.	1,172.95
59180	Y	11/24/2014	4219	NORMAN, CHARLOTTE	35.00
59181	Y	11/24/2014	4220	OAKS DISTRIBUTING/BLAINE INDUS	57.24
59182	Y	11/24/2014	4221	OFFICE DEPOT	656.43
59183	Y	11/24/2014	4222	PATTERSON OFFICE SUPPLIES	245.00
59184	Y	11/24/2014	4223	PERRY JOHNSON & ASSOCIATES INC	318.27
59185	Y	11/24/2014	4224	PHYSICIAN SALES & SERVICE	2,011.37
59186	Y	11/24/2014	4225	PREFERRED HOSPITAL LEASING	27,318.18
59187	Y	11/24/2014	4226	PROFESSIONAL DIETARY	585.00
59188	Y	11/24/2014	4227	PROGNOSIS INNOVATION HEALTHCAR	8,305.52
59189	Y	11/24/2014	4228	QUIROZ MARTHA	35.00
59190	Y	11/24/2014	4229	REVPOINT HEALTHCARE TECH, INC	3,026.00
59191	Y	11/24/2014	4230	SANOFI PASTEUR	4,972.91

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Check No.	AP	Chk Date	Doc No	Payee	Net Amount
59192	Y	11/24/2014	4231	SARINA RATLIFF	35.00
59193	Y	11/24/2014	4232	SHELBY, JULIE	5,310.00
59194	Y	11/24/2014	4233	SMART KEYBOARD SOLUTIONS	166.40
59195	Y	11/24/2014	4234	STANDARD TEXTILE	1,849.30
59196	Y	11/24/2014	4235	STERIS CORP	153.97
59197	Y	11/24/2014	4236	T-SYSTEM, INC.	1,316.09
59198	Y	11/24/2014	4237	TERMINIX PRCOCESSING CENTER	200.00
59199	Y	11/24/2014	4238	THOMAS NG TECHNOLOGIES, INC	1,925.00
59200	Y	11/24/2014	4239	TOSHIBA AMERICA MEDICAL CREDIT	6,560.00
59201	Y	11/24/2014	4240	UNITED BLOOD SERVICES	1,670.00
59202	Y	11/24/2014	4241	WAGNER SUPPLY COMPANY	2,948.52
59203	Y	11/24/2014	4242	WINKLER COUNTY NEWS	262.50
59204	Y	11/24/2014	4245	PATIENT REFUNDS	256.54
				PAYTO Name: 202398 - MOLINA HEALTHCARE OF TEXAS	
59205	Y	11/24/2014	4246	PATIENT REFUNDS	20.64
				PAYTO Name: 205180 - MIKE COOPER	
59206	Y	11/24/2014	4247	PATIENT REFUNDS	90.35
				PAYTO Name: 218015 - NOVITAS SOLUTIONS, INC.	
59207	Y	11/24/2014	4248	PATIENT REFUNDS	90.35
				PAYTO Name: 218121 - NOVITAS SOLUTIONS, INC.	
59208	Y	11/24/2014	4249	PATIENT REFUNDS	12.09
				PAYTO Name: 218643 - HUMANA CLAIMS OFFICE	
59209	Y	11/24/2014	4250	PATIENT REFUNDS	56.80
				PAYTO Name: 223511 - EVELYN L STEPHENS	
59210	Y	11/24/2014	4251	PATIENT REFUNDS	21.55
				PAYTO Name: 225170 - ATTN REFUNDS	
59211	Y	11/24/2014	4252	PATIENT REFUNDS	12.09
				PAYTO Name: 225666 - ATTN REFUNDS	
59212	Y	11/24/2014	4253	PATIENT REFUNDS	97.28
				PAYTO Name: 226448 - AMERIGROUP	
59213	Y	11/24/2014	4254	PATIENT REFUNDS	197.35
				PAYTO Name: 227517 - BRAXTON J LAWRENCE	
59214	Y	11/24/2014	4255	PATIENT REFUNDS	73.30
				PAYTO Name: 227614 - AMERIGROUP	
59215	Y	11/24/2014	4256	PATIENT REFUNDS	27.10
				PAYTO Name: 227933 - UNITEDHEALTHCARE	
59216	Y	11/24/2014	4257	PATIENT REFUNDS	61.22
				PAYTO Name: 229323 - WINKLER COUNTY AUDITOR	
59217	Y	11/24/2014	4258	PATIENT REFUNDS	24.95
				PAYTO Name: 229383 - ARNALDO JUAREZ	
59218	Y	11/24/2014	4259	PATIENT REFUNDS	25.00
				PAYTO Name: 229841 - PATRICIA CAMPBELL	
59219	Y	11/24/2014	4260	PATIENT REFUNDS	186.31
				PAYTO Name: 229945 - DANNY HAWKINS	
59220	Y	11/24/2014	4261	PATIENT REFUNDS	62.17
				PAYTO Name: 229973 - RENEE R WYLIE	
59221	Y	11/20/2014	4262	AFLAC INDIVIDUAL: OXNE6	1,823.09
59222	Y	11/20/2014	4263	YASMEEN BUSTAMANTE	49.51
59223	Y	11/25/2014	4264	AMERISOURCEBERGEN DRUG CORP	3,306.69
59224	Y	11/25/2014	4265	TOSHIBA AMERICA MEDICAL CREDIT	10,055.00
59225	Y	11/25/2014	4266	TX DEPT OF STATE HEALTH SERV	1,972.00

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Check No.	AP	Chk Date	Doc No	Payee	Net Amount
59226	Y	11/25/2014	4267	WEST TEXAS GAS INC	275.82
59227	Y	11/25/2014	4268	ACCOUNTS RECEIVABLE	630.00
59228	Y	11/25/2014	4269	MINERVA SOLTERO	190.00
59229	Y	11/25/2014	4270	SECURITY BENEFIT P/R 457 ROTH	10.00
59230	Y	11/25/2014	4271	THE SECURITY BENEFIT GROUP	1,080.00
59231	Y	11/25/2014	4272	WESTEX COMMUNITY CREDIT UNION	4,442.50
59232	Y	11/26/2014	4273	WINKLER COUNTY AUDITORS	88,469.72
Totals For: HOS					
			Total Checks:	138	Amount: 430,356.22
Grand Totals:					
			Total Checks:	138	Amount: 430,356.22

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Check No.	Date	Code	Name	Amount
11141453	11/14/2014	10517	ADAMS, MELANIE ALANE	1,235.26
11261453	11/26/2014	10517	ADAMS, MELANIE ALANE	1,618.77
11141424	11/14/2014	11019	ALAAN, JUN JUN FROUCAN R	1,525.23
11261426	11/26/2014	11019	ALAAN, JUN JUN FROUCAN R	1,534.95
11141401	11/14/2014	10263	AMOROSO, VINCENT MICHAEL	1,773.20
11261401	11/26/2014	10263	AMOROSO, VINCENT MICHAEL	2,687.16
11141416	11/14/2014	10769	ARNOLD, SHEILA GAY	1,280.40
11261418	11/26/2014	10769	ARNOLD, SHEILA GAY	1,397.72
25538	11/14/2014	10270	BARAJAS, OSCAR R.	1,395.00
25541	11/26/2014	10270	BARAJAS, OSCAR R.	1,634.55
11141417	11/14/2014	10952	BLACKBURN, SHANNA SHEA	306.91
11261419	11/26/2014	10952	BLACKBURN, SHANNA SHEA	405.15
11141402	11/14/2014	11027	BOREN, DEVAN A	1,899.11
11261402	11/26/2014	11027	BOREN, DEVAN A	2,495.73
11141429	11/14/2014	10108	BUSTAMANTE, YASMEEN	414.25
11261430	11/26/2014	10108	BUSTAMANTE, YASMEEN	554.99
11141425	11/14/2014	10600	CABANDO, ELINORE JUNE	1,142.17
11261427	11/26/2014	10600	CABANDO, ELINORE JUNE	1,392.78
11141403	11/14/2014	10353	CARTER, KERRIA DEAN	1,864.61
11261403	11/26/2014	10353	CARTER, KERRIA DEAN	1,871.89
11141454	11/14/2014	10306	COMPTON, FELICIA G.	846.81
11261454	11/26/2014	10306	COMPTON, FELICIA G.	936.85
11141404	11/14/2014	10616	DAWSON, KATHLEEN	784.77
11261404	11/26/2014	10616	DAWSON, KATHLEEN	838.52
11141405	11/14/2014	11008	DEATON, CINDY G	1,593.27
11261405	11/26/2014	11008	DEATON, CINDY G	1,422.02
11141418	11/14/2014	10260	DENNY, HOLLY D.	1,739.98
11261420	11/26/2014	10260	DENNY, HOLLY D.	1,289.11
11141435	11/14/2014	10994	DUNLAP, JOANNE DENIECE	779.93
11261434	11/26/2014	10994	DUNLAP, JOANNE DENIECE	796.97
11141419	11/14/2014	10019	DUTTON, LINDA	1,264.15
11261421	11/26/2014	10019	DUTTON, LINDA	1,225.11
11141461	11/14/2014	11009	EATON, LUZELENA	907.01
11261461	11/26/2014	11009	EATON, LUZELENA	991.36
25539	11/26/2014	10763	ESPARZA, JESSICA	609.45
11141459	11/14/2014	10770	FIELDS, MICHELLE R	655.26
11261459	11/26/2014	10770	FIELDS, MICHELLE R	620.35
11141449	11/14/2014	10658	FLYNN, ELIDIA G	566.28
11261449	11/26/2014	10658	FLYNN, ELIDIA G	629.91
11141445	11/14/2014	11043	GASTELUM, MARIA D	692.23
11261444	11/26/2014	11043	GASTELUM, MARIA D	1,130.21
11141436	11/14/2014	10209	GRAVES, SANDRA N.	619.12
11261435	11/26/2014	10209	GRAVES, SANDRA N.	574.57
11141406	11/14/2014	11030	GREEN, JIM BOB	1,150.52
11261406	11/26/2014	11030	GREEN, JIM BOB	1,251.96
11141437	11/14/2014	11028	HAMILL, MARY A	1,068.82
11261436	11/26/2014	11028	HAMILL, MARY A	1,097.17
11141446	11/14/2014	10589	HASTON, KATHY J.	487.83
11261445	11/26/2014	10589	HASTON, KATHY J.	629.55
11141455	11/14/2014	11060	HAYGOOD-FLOREZ, NORMA	452.42
11261455	11/26/2014	11060	HAYGOOD-FLOREZ, NORMA	708.12
11141420	11/14/2014	10562	HERRERA, SHARLA JAN	1,236.51

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11261422	11/26/2014	10562	HERRERA, SHARLA JAN	1,270.00
11141462	11/14/2014	11042	JASSO, AARON	4,382.72
11261462	11/26/2014	11042	JASSO, AARON	4,447.09
11141421	11/14/2014	11038	JENNINGS, DANIEL R	1,589.77
11261423	11/26/2014	11038	JENNINGS, DANIEL R	238.98
11141450	11/14/2014	10882	JUAREZ, JOSEFINA L	580.60
11261450	11/26/2014	10882	JUAREZ, JOSEFINA L	654.71
11141407	11/14/2014	10845	KEELY, DARLA J	1,086.79
11261407	11/26/2014	10845	KEELY, DARLA J	2,056.46
11261446	11/26/2014	11061	KEMP, TAMARA	91.18
11141430	11/14/2014	10444	KOHANEK, HEATH	658.54
11141432	11/14/2014	10888	LARA, LUCERO A.	1,282.79
11261432	11/26/2014	10888	LARA, LUCERO A.	1,342.54
11141438	11/14/2014	10216	LONG, RIKKI LYNN	443.07
11261437	11/26/2014	10216	LONG, RIKKI LYNN	418.07
11141460	11/14/2014	10405	LOPEZ, BELINDA	871.47
11261460	11/26/2014	10405	LOPEZ, BELINDA	1,008.89
11141458	11/14/2014	10106	LUJAN, YSENIA ARANDA	701.20
11261458	11/26/2014	10106	LUJAN, YSENIA ARANDA	795.24
25537	11/14/2014	10661	MANCHA, JOSE M.	3,768.31
25540	11/26/2014	10661	MANCHA, JOSE M.	3,290.10
11141426	11/14/2014	10758	MANGARON, JANETTE JUMAWAN	1,202.86
11261428	11/26/2014	10758	MANGARON, JANETTE JUMAWAN	1,518.07
11141463	11/14/2014	11056	MARSHALL, HEATHER B	593.24
11261463	11/26/2014	11056	MARSHALL, HEATHER B	645.28
11141431	11/14/2014	11000	MARTINEZ, IRMA L	565.99
11261431	11/26/2014	11000	MARTINEZ, IRMA L	565.99
11141447	11/14/2014	10218	MILLER, LACOSTA POOL	568.93
11261447	11/26/2014	10218	MILLER, LACOSTA POOL	623.70
11141408	11/14/2014	11059	MUCKLEROY, MACI	1,952.54
11261408	11/26/2014	11059	MUCKLEROY, MACI	1,896.32
11141433	11/14/2014	10787	NEBOH, STELLA NJEMANZE	1,442.51
11261433	11/26/2014	10787	NEBOH, STELLA NJEMANZE	1,442.51
11141456	11/14/2014	10885	NORMAN, CHARLOTTE K.	778.46
11261456	11/26/2014	10885	NORMAN, CHARLOTTE K.	797.81
11141464	11/14/2014	10325	ORNELAS, REBECCA D	538.54
11261464	11/26/2014	10325	ORNELAS, REBECCA D	565.29
11141439	11/14/2014	11023	ORONA, ANITA E	256.62
11261438	11/26/2014	11023	ORONA, ANITA E	231.62
11141409	11/14/2014	10678	PAEHL, DONNA M.	997.72
11261409	11/26/2014	10678	PAEHL, DONNA M.	1,291.09
11141440	11/14/2014	10105	PERCIFIELD, JANA	682.18
11261439	11/26/2014	10105	PERCIFIELD, JANA	736.88
11141410	11/14/2014	10328	PEREZ, CHRISTINA J.	551.95
11261410	11/26/2014	10328	PEREZ, CHRISTINA J.	671.90
11141465	11/14/2014	10147	PEREZ, JEANETTE MARRER	660.75
11261465	11/26/2014	10147	PEREZ, JEANETTE MARRER	655.72
11141451	11/14/2014	10925	QUIROZ, MARTHA JAQUEZ	719.69
11261451	11/26/2014	10925	QUIROZ, MARTHA JAQUEZ	804.85
11141422	11/14/2014	11033	RATLIFF, SARINA M	978.10
11261424	11/26/2014	11033	RATLIFF, SARINA M	1,102.21
11141452	11/14/2014	10330	RIOS, CORINA GOMEZ	686.46

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11261452	11/26/2014	10330	RIOS, CORINA GOMEZ	774.95
11141448	11/14/2014	10222	ROBINSON, ALECIA A	660.19
11261448	11/26/2014	10222	ROBINSON, ALECIA A	684.76
11141441	11/14/2014	11049	RODRIGUEZ, ISELA Y	632.26
11261440	11/26/2014	11049	RODRIGUEZ, ISELA Y	698.08
11141466	11/14/2014	11037	RODRIGUEZ, MARIA	552.65
11261466	11/26/2014	11037	RODRIGUEZ, MARIA	540.47
11141442	11/14/2014	11053	RODRIGUEZ, VERENIS V	441.53
11261441	11/26/2014	11053	RODRIGUEZ, VERENIS V	540.59
11141411	11/14/2014	10107	SALINAS, TONI	758.74
11261411	11/26/2014	10107	SALINAS, TONI	716.08
11141412	11/14/2014	11048	SANCHEZ, YOLANDA	873.88
11261412	11/26/2014	11048	SANCHEZ, YOLANDA	948.80
11141457	11/14/2014	11040	SCURLOCK, KENTON E	1,473.96
11261457	11/26/2014	11040	SCURLOCK, KENTON E	1,163.64
11141443	11/14/2014	10220	SERBANTEZ, ANNETTE MARIE	742.38
11261442	11/26/2014	10220	SERBANTEZ, ANNETTE MARIE	772.62
11261413	11/26/2014	11062	SHANDY, DENISE	853.84
11141467	11/14/2014	10226	SOLTERO, JEHNIFER SHEAN	1,203.91
11261467	11/26/2014	10226	SOLTERO, JEHNIFER SHEAN	1,175.05
11261414	11/26/2014	11017	SONNIER, MELISSA	300.57
11141413	11/14/2014	11055	STEVENS, JEANETTA L	1,243.11
11261415	11/26/2014	11055	STEVENS, JEANETTA L	1,205.08
11141427	11/14/2014	10342	SWANSON, MARILYN LEE	588.78
11141468	11/14/2014	10003	TAYLOR, JONI LYNNE	1,022.25
11261468	11/26/2014	10003	TAYLOR, JONI LYNNE	1,009.37
11141444	11/14/2014	11034	THOMPSON, KATHY C	692.25
11261443	11/26/2014	11034	THOMPSON, KATHY C	659.73
11141414	11/14/2014	11052	TOLLESON, MARION	2,112.72
11261416	11/26/2014	11052	TOLLESON, MARION	1,971.05
11141423	11/14/2014	10365	URQUIDI, MISTI DAWN	2,627.89
11261425	11/26/2014	10365	URQUIDI, MISTI DAWN	2,151.91
11141415	11/14/2014	10367	VALERIO, PEGGY R	1,039.37
11261417	11/26/2014	10367	VALERIO, PEGGY R	1,124.82
11141434	11/14/2014	10333	VELASQUEZ, GENIVA HEREDIA	23.89
11141469	11/14/2014	10232	VILLALPANDO, ADRIANA L	644.74
11261469	11/26/2014	10232	VILLALPANDO, ADRIANA L	708.07
11141428	11/14/2014	10213	WOLF, VIRGINIA ANN	1,708.07
11261429	11/26/2014	10213	WOLF, VIRGINIA ANN	1,426.89
Grand Total:				154,199.21

NOV BANK TRANSACTIONS									
DATE	NUMBER	PAYROLL	ACCOUNTS PAYABLE	JURY	WIRE TRANSFERS	DEPOSITS	BALANCE		
11/4/2014	77942-77947		\$ 1,564.36			\$ 300,000.00	\$ (25,752.55)		
11/3/2014	77940-77941		\$ 1,400.00			\$ 12,606.29	\$ (27,152.55)		
11/3/2014	48480-48487					\$ 3,355.93	\$ 285,453.74		
11/4/2014	77948		\$ 285.00			\$ 288,809.67	\$ 288,524.67		
11/6/2014	77949-77953		\$ 1,387.40			\$ 287,137.27	\$ 287,137.27		
11/10/2014	77954-78041		\$ 585,363.62			\$ 500,000.00	\$ (298,226.35)		
11/10/2014	78042		\$ 650.00			\$ 147,768.02	\$ 201,773.65		
11/7/2014	89841-89863	\$ 3,578.47				\$ 146,015.75	\$ 494,907.42		
11/20/2014						\$ 4,353.60	\$ 491,328.95		
11/12/2014						\$ 252,105.47	\$ 495,423.19		
11/12/2014						\$ 1,282.05	\$ 747,528.66		
11/12/2014						\$ 339.73	\$ 748,810.71		
11/4/2014	48488-48519					\$ 447.90	\$ 749,150.44		
11/14/2014	78043-78053	\$ 101,296.97	\$ 10,702.98			\$ 748,702.54	\$ 737,999.56		
11/14/2014	89864-89906		\$ 11,826.35			\$ 736.75	\$ 737,999.56		
11/13/2014	78054-78064		\$ 17,714.90			\$ 6,927.00	\$ 536,702.59		
11/13/2014	78065					\$ 7,360.75	\$ 524,876.24		
11/14/2014	48531-48543					\$ 342.55	\$ 507,161.34		
11/14/2014						\$ (70,852.09)	\$ 672,450.18		
11/14/2014						\$ (294.46)	\$ 679,516.47		
11/14/2014						\$ (80.00)	\$ 679,436.47		
11/17/2014						\$ 6,927.00	\$ 686,363.47		
11/17/2014						\$ 342.55	\$ 686,706.02		
11/17/2014	78067-78076		\$ 11,972.27			\$ 729.12	\$ 674,733.75		
11/18/2014	78077-78079		\$ 1,240.57			\$ 1,488.62	\$ 674,222.20		
11/20/2014						\$ 54,418.55	\$ 675,710.82		
11/20/2014	78080-78082		\$ 2,374.63			\$ 61,805.00	\$ 673,336.19		
11/21/2014	48547-48578		\$ 595,716.22			\$ 4.56	\$ 727,754.74		
11/24/2014	78083-78166		\$ 8,267.50			\$ 4.56	\$ 132,038.52		
11/24/2014	78167		\$ 61.76			\$ 679.45	\$ 123,771.02		
11/21/2014	78168					\$ 61,805.00	\$ 123,709.26		
11/21/2014						\$ 4.56	\$ 185,514.26		
11/21/2014						\$ 679.45	\$ 185,518.82		
11/24/2014	78169-78170		\$ 410.00			\$ 185,788.27	\$ 186,198.27		
11/24/2014	6117-6190			\$ 5,040.00		\$ 180,748.27	\$ 185,788.27		

11/24/2014						\$	1,036.20	\$	181,784.47
11/24/2014						\$	476.66	\$	182,261.13
11/25/2014						\$	5,942.00	\$	188,203.13
11/26/2014					\$	(76,859.51)	455,674.60	\$	567,018.22
11/26/2014					\$	(294.46)	2,554.51	\$	569,278.27
11/26/2014							63,630.05	\$	632,908.32
11/26/2014							1,904.25	\$	634,812.57
11/26/2014	78171-78188							\$	402,827.59
11/26/2014	89907-89949	\$	116,616.94	\$	115,368.04				402,827.59
		\$	221,492.38	\$	1,366,305.70	\$	5,040.00	\$	(149,087.78)
							2,168,941.64		

Winkler County
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ACCOUNTS PAYABLE SYSTEM

05:47:05pm

THE SOFTWARE GROUP, INC.

ALL Checking Accounts
Disbursements Made from 11/01/14 thru 11/30/14

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Check #.....	HC	Check Date	Vendor.....	Check Amount,
77940-AP		11/03/14	BAIZA, JACINDA	\$300.00
77941-AP		11/03/14	TEXAS A&M AGRILIFE EXTENSION S	\$1,100.00
77942-AP		11/04/14	GONZALEZ, KARLA	\$300.00
77943-AP		11/04/14	HOME DEPOT CREDIT SVCS	\$85.38
77944-AP		11/04/14	QUIROZ, APOLONIA	\$400.00
77945-AP		11/04/14	RIVERA, MIREYA	\$350.00
77946-AP		11/04/14	SIMPSON, VIDA	\$124.00
77947-AP		11/04/14	WTU RETAIL ENERGY	\$334.98
77948-AP		11/04/14	R H ADMINISTRATORS	\$285.00
77949-AP		11/06/14	BARNETT, PAULA	\$300.00
77950-AP		11/06/14	LEAVITT, JOHN	\$500.32
77951-AP		11/06/14	MONTANEZ, ARSILIA	\$300.00
77952-AP		11/06/14	RODRIGUEZ, CLARA	\$250.00
77953-AP		11/06/14	YEROX CORP	\$35.08
77954-AP		11/10/14	AFA INC	\$168.50
77955-AP		11/10/14	AFFILIATED FOODS INC	\$5,440.49
77956-AP		11/10/14	ALARCON, SYLVESTER	\$289.38
77957-AP		11/10/14	ALDO STORE #185	\$401.84
77958-AP		11/10/14	ALMON PEST CONTROL	\$90.00
77959-AP		11/10/14	AMAZON.COM	\$32.23
77960-AP		11/10/14	APNOTEX CORP	\$30.00
77961-AP		11/10/14	ARMENDARIZ, JUAN D	\$30.00
77962-AP		11/10/14	BAKER & TAYLOR BOOKS	\$180.76
77963-AP		11/10/14	BEN MEADOWS	\$320.00
77964-AP		11/10/14	BOGSMOUTH CO INC	\$3,889.50
77965-AP		11/10/14	BROOKS, DAVID B	\$100.00
77966-AP		11/10/14	BUILDERS SUPPLY	\$1,250.06
77967-AP		11/10/14	BWI COMPANIES INC	\$279.99
77968-AP		11/10/14	CITY OF HERMIT	\$1,689.53
77969-AP		11/10/14	CITY OF WINK	\$766.53
77970-AP		11/10/14	DACO FIRE EMUTP INC	\$30.00
77971-AP		11/10/14	DELCO INC	\$380.00
77972-AP		11/10/14	ECONO SIGNS LLC	\$566.60
77973-AP		11/10/14	EGGER, MONTY Z	\$16.75
77974-AP		11/10/14	FAMILY POWERSPORTS OBESSA	\$229.99
77975-AP		11/10/14	FIVECOAT, ROGERS & GABLE PLLC	\$1,900.00
77976-AP		11/10/14	FORD, LATONIA S	\$824.58
77977-AP		11/10/14	FROST, WAYNE	\$450.00
77978-AP		11/10/14	GALE	\$115.16
77979-AP		11/10/14	GALLS INC	\$1,351.77
77980-AP		11/10/14	GER TIRE CENTER	\$1,359.06
77981-AP		11/10/14	GIFT SHOP & LOCKSMITH SERV	\$187.00
77982-AP		11/10/14	HARBOR FLIGHT TOOLS	\$41.99
77983-AP		11/10/14	HAYGOOD, LANE ANDREW	\$450.00
77984-AP		11/10/14	HOLLY, GREG M	\$750.00
77985-AP		11/10/14	JOHN DEERE FINANCIAL	\$5,651.66
77986-AP		11/10/14	JOHNSON, CHERYL	\$30.00
77987-AP		11/10/14	HERMIT DOWNTOWN LIONS CLUB	\$1,294.75
77988-AP		11/10/14	HERMIT MOTOR COMPANY INC	\$92.88
77989-AP		11/10/14	KING OIL OF TEXAS	\$2,114.51
77990-AP		11/10/14	KIRBY-SMITH MACHINERY INC	\$8,714.21

Check #.....	HC	Check Date	Vendor.....	Check Amount.
78043-AP		11/14/14	DEARBORN NATIONAL LIFE INS CO	\$1,593.28
78044-AP		11/14/14	GLENDA MIXON	\$80.00
78045-AP		11/14/14	SECURITY BENEFIT GROUP	\$1,202.13
78046-AP		11/14/14	GLENDA MIXON	\$60.00
78047-AP		11/14/14	AMERICAN FAMILY LIFE ASSURANCE	\$2,099.90
78048-AP		11/14/14	WESTEX COMMUNITY CREDIT UNION	\$4,396.00
78049-AP		11/14/14	CONSECO SENIOR HEALTH INS	\$56.10
78050-AP		11/14/14	SOLTERO, MINERVA TAX ASSESSOR-	\$75.00
78051-AP		11/14/14	AMERICAN GENERAL LIFE & ACCIDE	\$24.23
78052-AP		11/14/14	AFL CRITICAL ILLNESS	\$982.34
78053-AP		11/14/14	SECURITY BENEFIT	\$175.00
78054-AP		11/13/14	AT&T	\$3,776.54
78055-AP		11/13/14	DISH	\$73.26
78056-AP		11/13/14	HARRISON, JESSICA	\$200.00
78057-AP		11/13/14	LOWE'S COMMERCIAL SVCS INC	\$5,487.15
78058-AP		11/13/14	MASTERCARD	\$369.77
78059-AP		11/13/14	PORRAS, NANCY	\$350.00
78060-AP		11/13/14	PRIETO, JENNIFER	\$200.00
78061-AP		11/13/14	SUDDEN LINK	\$68.38
78062-AP		11/13/14	TOMPKINS, DONNA	\$300.00
78063-AP		11/13/14	TRACTOR SUPPLY CO	\$84.97
78064-AP		11/13/14	VERIZON WIRELESS	\$72.28
78065-AP		11/13/14	HEIMAN FIRE EQUIPMENT	\$17,714.90
78067-AP		11/17/14	ADOSTA, MIRTA	\$300.00
78068-AP		11/17/14	AT&T	\$86.22
78069-AP		11/17/14	CHEAPER THAN DIRT	\$130.44
78070-AP		11/17/14	CITY OF KERMIT	\$8,453.97
78071-AP		11/17/14	LUJAN, JOANN	\$378.81
78072-AP		11/17/14	MASTERCARD/4H	\$799.70
78073-AP		11/17/14	PACIFIC TELEMANAGEMENT SVCS	\$100.00
78074-AP		11/17/14	SD. TENO, MINERVA	\$388.00
78075-AP		11/17/14	SUDDEN LINK	\$41.53
78076-AP		11/17/14	TXU ENERGY	\$20.60
78077-AP		11/18/14	SALLEGOS, SUKI	\$400.00
78078-AP		11/18/14	NUNEZ, DOLORES	\$200.00
78079-AP		11/18/14	WTU RETAIL ENERGY	\$640.67
78080-AP		11/20/14	AT&T	\$40.23
78081-AP		11/20/14	BURKE WELDING SUPPLY & TOOL CO	\$44.00
78082-AP		11/20/14	MASTERCARD/PROBATION	\$2,290.40
78083-AP		11/24/14	AAT COMM/SBA STEEL INC	\$108.00
78084-AP		11/24/14	ADLERHORST INTERNATIONAL INC	\$150.00
78085-AP		11/24/14	AFFILIATED FOODS INC	\$5,683.37
78086-AP		11/24/14	ALDO STORE #185	\$11.98
78087-AP		11/24/14	ALYON PEST CONTROL	\$212.00
78088-AP		11/24/14	ANTLEY, CINDY BRISTER	\$100.00
78089-AP		11/24/14	BAKER & TAYLOR BOOKS	\$190.38
78090-AP		11/24/14	BEAR GRAPHICS INC	\$500.25
78091-AP		11/24/14	BLOUNT, ROXANE J	\$2,000.00
78092-AP		11/24/14	BURKE WELDING SUPPLY & TOOL CO	\$54.00
78093-AP		11/24/14	CITY OF KERMIT	\$51.00
78094-AP		11/24/14	CITY OF ODDESSA	\$14.00
78095-AP		11/24/14	OMI, INC	\$208.89

Check #.....	MC	Check Date	Vendor.....	Check Amount.
78096-AP		11/24/14	CONNOR, RON L PhD	\$250.00
78097-AP		11/24/14	COMMERCIAL FOOD SERV & EQUIP	\$142.34
78098-AP		11/24/14	COOPER, CHARLES E	\$700.00
78099-AP		11/24/14	DACO FIRE EQUIP INC	\$98.00
78100-AP		11/24/14	DAY, JOHN	\$100.00
78101-AP		11/24/14	DECOY COFFEE CO	\$816.85
78102-AP		11/24/14	DESTAGE BOUTIQUE	\$264.93
78103-AP		11/24/14	DISTRICT 6 TOWNS	\$100.00
78104-AP		11/24/14	DISTRICT 6 TEXAS AGRILIFE	\$55.00
78105-AP		11/24/14	EVEREST, EULONDA	\$854.55
78106-AP		11/24/14	FAMILY SERVICES FUNERAL PARLOR	\$1,558.00
78107-AP		11/24/14	FIVECOAT, ROGERS & GIBBLE PLLC	\$1,400.00
78108-AP		11/24/14	FLOYD, DENA	\$100.00
78109-AP		11/24/14	GALE	\$51.73
78110-AP		11/24/14	GALLS INC	\$1,561.76
78111-AP		11/24/14	GAME TIME	\$731.45
78112-AP		11/24/14	RAYLORD BROS INC	\$62.23
78113-AP		11/24/14	GCR TIRE CENTER	\$1,266.48
78114-AP		11/24/14	GRANTWORKS	\$10,786.96
78115-AP		11/24/14	GT DISTRIBUTORS INC	\$247.75
78116-AP		11/24/14	GUARDIAN SECURITY SOLUTIONS LC	\$1,118.00
78117-AP		11/24/14	HAYS COUNTY TREASURER	\$3,260.00
78118-AP		11/24/14	INTEAMEDIA TECH INC	\$1,754.66
78119-AP		11/24/14	JOHN DEERE BOB & NATIONAL SALE	\$56,997.52
78120-AP		11/24/14	KR SAFE & LOCK CO	\$9.00
78121-AP		11/24/14	KENT TIRE COMPANY	\$100.00
78122-AP		11/24/14	KERMIT ELECTRIC INC	\$1,319.00
78123-AP		11/24/14	KEYSTONE PUMP & SUPPLY	\$254.42
78124-AP		11/24/14	KNOX WASTE SVC	\$182.76
78125-AP		11/24/14	LALONDE, SHEILA	\$11.95
78126-AP		11/24/14	LAWNOWER SALES & SERVICE INC	\$627.68
78127-AP		11/24/14	LOWE'S MARKETPLACE	\$5,268.06
78128-AP		11/24/14	LUJAN, JOHNN	\$35.00
78129-AP		11/24/14	MARTINEZ, ALVARO JR	\$920.00
78130-AP		11/24/14	MAYFIELD PAPER COMPANY	\$1,333.93
78131-AP		11/24/14	MEMORIAL HOSPITAL	\$160,454.07
78132-AP		11/24/14	MICROMARKETING LLC	\$23.70
78133-AP		11/24/14	NAPA AUTO PARTS	\$49.18
78134-AP		11/24/14	NATIONAL GEOGRAPHIC SOCIETY	\$15.95
78135-AP		11/24/14	NEAL, RANDY	\$300.00
78136-AP		11/24/14	OFFICE DEPOT INC	\$68.46
78137-AP		11/24/14	PERALEZ, ROSARIO M	\$148.90
78138-AP		11/24/14	POSTMASTER	\$1,313.00
78139-AP		11/24/14	PROGNOSIS INNOVATION HEALTHCARE	\$281,538.78
78140-AP		11/24/14	PUMPKIN BOOKS INC	\$113.85
78141-AP		11/24/14	REDWOOD TOXICOLOGY LAB INC	\$206.00
78142-AP		11/24/14	SMK HOUSTON STATE UNIV	\$450.00
78143-AP		11/24/14	SEALE TIRE SALES & SERVICE	\$395.02
78144-AP		11/24/14	SOUTHWEST SECURITY ALARMS	\$160.00
78145-AP		11/24/14	STATE FARM INSURANCE	\$285.00
78146-AP		11/24/14	STEVENS, BILLY J	\$407.52
78147-AP		11/24/14	TAC/DIARA	\$110.00

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS,
89841-PR	11/07/14	11/07/14	ARMENDARIZ, LERIDA	114.75		CLEAR
89842-PR	11/07/14	11/07/14	BYANT, WILLIE BEE	125.50	N	CLEAR
89843-PR	11/07/14	11/07/14	CHANCE, SHARON K	131.58		CLEAR
89844-PR	11/07/14	11/07/14	CLAY, JOHN WILSON	112.63		
89845-PR	11/07/14	11/07/14	CUBUS, MARIA L	106.25		CLEAR
89846-PR	11/07/14	11/07/14	CUBINE, MARY KAY	42.50	N	CLEAR
89847-PR	11/07/14	11/07/14	FERGUSON, SHAWNA D	34.00	N	CLEAR
89848-PR	11/07/14	11/07/14	GARCIA, COKINNA PANDO	110.50		CLEAR
89849-PR	11/07/14	11/07/14	GLANDER, JOYCE M	795.70	N	CLEAR
89850-PR	11/07/14	11/07/14	GRAY, MARGARET L	34.00	N	CLEAR
89851-PR	11/07/14	11/07/14	HARTLEY, HANNAH L	42.50	N	CLEAR
89852-PR	11/07/14	11/07/14	HAYES, DONNA RIPPIN	116.00	N	CLEAR
89853-PR	11/07/14	11/07/14	HOLLINGSHEAD, ZELDA D	100.50	N	CLEAR
89854-PR	11/07/14	11/07/14	KEMP, GRACE	114.75	N	CLEAR
89855-PR	11/07/14	11/07/14	LEMMON, SUETTA S	42.50		CLEAR
89856-PR	11/07/14	11/07/14	LEVVA, ROBERTO	114.75	N	CLEAR
89857-PR	11/07/14	11/07/14	LUJAN, TAMMIE L.	134.00	N	CLEAR
89858-PR	11/07/14	11/07/14	MARES, ESTELIA V	114.75		CLEAR
89859-PR	11/07/14	11/07/14	ORTIZ, CARMELA S	110.50		CLEAR
89860-PR	11/07/14	11/07/14	ORTIZ, OLISE GUARDADO	791.75		CLEAR
89861-PR	11/07/14	11/07/14	PASCHALL, JAMES GREGORY	119.00	N	CLEAR
89862-PR	11/07/14	11/07/14	SABONYA, BARBARA	34.00		CLEAR
89863-PR	11/07/14	11/07/14	TURNER, LESLIE DON	134.00		CLEAR
				3,578.47		
89864-PR	11/14/14	11/14/14	LARA, RAUL M.	651.75		CLEAR
89865-PR	11/14/14	11/14/14	VELASQUEZ, PEDRO ORRASCO	902.36		CLEAR
89866-PR	11/14/14	11/14/14	WOLFE, PATRICIA L.	285.36		CLEAR
89867-PR	11/14/14	11/14/14	COOPER, CHARLES E.	317.58		CLEAR
89868-PR	11/14/14	11/14/14	ROBERTS, WALTER MARIE JR.	896.46	N	CLEAR
89869-PR	11/14/14	11/14/14	WHITE, JULIE MARINA	154.68		CLEAR
89870-PR	11/14/14	11/14/14	BUSTAMANTE, REYES PALLANES JR.	829.75		CLEAR
89871-PR	11/14/14	11/14/14	WOLF, GERRY L.	847.25	N	CLEAR
89872-PR	11/14/14	11/14/14	FERRER, DIANA	489.40	N	CLEAR
89873-PR	11/14/14	11/14/14	ALARCON, SYLVESTER	405.29		CLEAR
89874-PR	11/14/14	11/14/14	PARKER, ROSA H	365.95	N	CLEAR
89875-PR	11/14/14	11/14/14	MUNDY, MARTIN B	0.00		
89876-PR	11/14/14	11/14/14	HAWKINS, ROBBIE L.	561.37		CLEAR
89877-PR	11/14/14	11/14/14	LUJAN, DORA ELIA	409.21	N	
89878-PR	11/14/14	11/14/14	TERRY, MARK C	1,227.56	N	
89879-PR	11/14/14	11/14/14	MCREYNOLDS, SILEE FAYE	721.54		
89880-PR	11/14/14	11/14/14	THOMPSON, BILLY RAY	1,065.01	N	
89881-PR	11/14/14	11/14/14	KAPPA, DEN E	214.06		
89882-PR	11/14/14	11/14/14	MITCHELL, GENE E	769.58	N	
89883-PR	11/14/14	11/14/14	MITCHELL, HENRY LEON	837.94		
89884-PR	11/14/14	11/14/14	GARCIA, PEDRO F.	392.79		

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
89885-PR	11/14/14	11/14/14	HENDERSON, JOAN E.	846.32	N	
89886-PR	11/14/14	11/14/14	WHITE, ROBERT L. SR.	861.36		
89887-PR	11/14/14	11/14/14	GREENE, PAUL S.	438.15		
89888-PR	11/14/14	11/14/14	REED, SHELLEIA I.	1,358.87	N	
89889-PR	11/14/14	11/14/14	WARBOIS, DEBRA A	783.68		
89890-PR	11/14/14	11/14/14	CARTWRIGHT, CHRISTINE M	980.84	N	
89891-PR	11/14/14	11/14/14	GALLEGOS, SUKI A.	958.89		
89892-PR	11/14/14	11/14/14	GARRETT, CARL MICHAEL	1,023.26	N	
89893-PR	11/14/14	11/14/14	BLIVER, ANTHONY DESHAWN	966.68	N	
89894-PR	11/14/14	11/14/14	HERRERA, SHARA J	362.90	N	
89895-PR	11/14/14	11/14/14	KEELY, GEORGE J. JR.	1,708.12	N	CLEAR
89896-PR	11/14/14	11/14/14	LONS, ROY L.	1,117.12		CLEAR
89897-PR	11/14/14	11/14/14	MARTINEZ, JOHNNY ANGEL	645.11	N	CLEAR
89898-PR	11/14/14	11/14/14	RIVAS, MARTIN H	1,826.96	N	CLEAR
89899-PR	11/14/14	11/14/14	ROBERTS, BONNIE MAY	879.29	N	CLEAR
89900-PR	11/14/14	11/14/14	ROBERTS, CINDY L	185.52	N	CLEAR
89901-PR	11/14/14	11/14/14	SOTELO, KIMBERLY LURAN	1,214.48	N	CLEAR
89902-PR	11/14/14	11/14/14	TRIBBLE, BILL DAVID	1,229.68		CLEAR
89903-PR	11/14/14	11/14/14	UNDERWOOD, WILLIAM F	570.28		CLEAR
89904-PR	11/14/14	11/14/14	JACKSON, PHYLLIS L.	1,936.88		CLEAR
89905-PR	11/14/14	11/14/14	RANDOLPH, DIXIE K.	964.44		CLEAR
89906-PR	11/14/14	11/14/14	TERRE, SHERRY A.	1,438.59	N	CLEAR
				33,985.35		
89907-PR	11/26/14	11/26/14	LARA, RAUL M.	838.17		CLEAR
89908-PR	11/26/14	11/26/14	VELASQUEZ, PEDRO DARRASCO	1,157.26		CLEAR
89909-PR	11/26/14	11/26/14	WOLFE, PATRICIA L.	385.26		
89910-PR	11/26/14	11/26/14	COOPER, CHARLES E.	317.58		
89911-PR	11/26/14	11/26/14	ROBERTS, WALTER MARIE JR.	1,274.42	N	
89912-PR	11/26/14	11/26/14	WHITE, JULIE MARINA	178.93		
89913-PR	11/26/14	11/26/14	SUSTAMANTE, REYES PALLANES JR.	1,221.16		
89914-PR	11/26/14	11/26/14	WOLF, GERRY L.	1,212.07	N	
89915-PR	11/26/14	11/26/14	FERRER, DIANA	457.34	N	
89916-PR	11/26/14	11/26/14	ALARCON, SYLVSTER	183.72		
89917-PR	11/26/14	11/26/14	PARKER, ROSA M	779.62	N	CLEAR
89918-PR	11/26/14	11/26/14	MUNCY, MARTIN B	0.00		
89919-PR	11/26/14	11/26/14	HAWKINS, ROBBIE L.	511.29		
89920-PR	11/26/14	11/26/14	LUIJAN, DORA ELIA	409.21	N	
89921-PR	11/26/14	11/26/14	TERRY, MARK D	1,270.40	N	CLEAR
89922-PR	11/26/14	11/26/14	MOREYNOLDS, SILEE FAYE	423.86		
89923-PR	11/26/14	11/26/14	THOMPSON, BILLY RAY	1,418.30	N	CLEAR
89924-PR	11/26/14	11/26/14	KAPKA, DON E	914.02		
89925-PR	11/26/14	11/26/14	MITCHELL, GENE E	669.54	N	CLEAR
89926-PR	11/26/14	11/26/14	MITCHELL, HENRY LEON	988.74		
89927-PR	11/26/14	11/26/14	GARCIA, PEDRO F.	513.17		CLEAR
89928-PR	11/26/14	11/26/14	HENDERSON, JOHN E.	1,259.59	N	

Winkler County Treasurer
THE SOFTWARE GROUP, INC.

PAYROLL PERSONNEL SYSTEM
CHECK REGISTER

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CHECK#.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
89929-PR	11/26/14	11/26/14	WHITE, ROBERT L. SR.	1,138.86		CLEAR
89930-PR	11/26/14	11/26/14	GREENE, PAM S.	871.02		
89931-PR	11/26/14	11/26/14	REED, SHELLEA L.	1,523.25	N	
89932-PR	11/26/14	11/26/14	WARROIS, DEBRA A	976.65		
89933-PR	11/26/14	11/26/14	CARTWRIGHT, CHRISTINE M	1,067.38	N	
89934-PR	11/26/14	11/26/14	GALLEGOS, SUKI A.	1,170.00		
89935-PR	11/26/14	11/26/14	GARRETT, CARL MICHAEL	1,225.30	N	
89936-PR	11/26/14	11/26/14	G. OVER, ANTHONY DELSHAWN	1,105.07	N	
89937-PR	11/26/14	11/26/14	HERRERA, CHARLA J	445.41	N	
89938-PR	11/26/14	11/26/14	KEELY, GEORGE J. JR.	1,815.85	N	
89939-PR	11/26/14	11/26/14	LONG, ROY L.	1,254.85		
89940-PR	11/26/14	11/26/14	MARTINEZ, JOHNNY ANGEL	741.32	N	
89941-PR	11/26/14	11/26/14	RIVAS, MARTIN H	1,303.76	N	CLEAR
89942-PR	11/26/14	11/26/14	ROBERTS, BONNIE MAY	1,256.45	N	CLEAR
89943-PR	11/26/14	11/26/14	SOBELA, KIMBERLY LURANN	1,075.72	N	CLEAR
89944-PR	11/26/14	11/26/14	TWIBBLE, BILL DAVID	1,999.60		
89945-PR	11/26/14	11/26/14	UNDERWOOD, WILLIAM F	1,239.91		CLEAR
89946-PR	11/26/14	11/26/14	JACKSON, PHYLLIS L.	1,187.16		CLEAR
89947-PR	11/26/14	11/26/14	RANDOLPH, DIXIE K.	1,101.33		
89948-PR	11/26/14	11/26/14	TERRY, SHERRY A.	1,555.07	N	CLEAR
89949-PR	11/26/14	11/26/14	CROW, TERESA LEE	362.74	N	
				41,125.41		
171181000-PR	11/14/14	11/14/14	FLOYD, DENA SUE	438.85	Y	CLEAR
171181001-PR	11/14/14	11/14/14	LALONDE, SHEILA SADI E	723.94	Y	CLEAR
171181002-PR	11/14/14	11/14/14	BARRON, BRENDA L	844.49	Y	CLEAR
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Winkler County Treasurer
THE SOFTWARE GROUP, INC.

PAYROLL / PERSONNEL SYSTEM
CHECK REGISTER

05:49:11 pm 30 Nov 2014
PAGE 5

CHECK#	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
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171301073-PR	11/26/14	11/26/14	CROW, RICHARD LEROY	290.26	Y	CLEAR
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				75,491.53		
				821,432.30		

250 records listed.

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to accept grant for Texas Department of Agriculture for Texan: Home Delivered Meal Grant Program in the amount of \$6,074.65 for the period of February 01, 2015 through January 31, 2016; which motion became an order of the Court upon the following vote:

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



TEXAS DEPARTMENT OF AGRICULTURE GRANT AGREEMENT

Texas Department of Agriculture Attachment A - Award Specific Provisions

Grant Agreement Number: HDM-15-1547. Amount of Grant Funds: \$6,074.65. Grant Program: 2015 Texans Feeding Texans: Home-Delivered Meal Grant Program. Grantee: Jeanna Wilhelm. Grantor: Karen Reichelk.

- 1 Program Purpose and Grant
1.1 This Agreement is for the Texans Feeding Texans Home-Delivered Meal Grant Program ("Program") to distribute grant funds to eligible organizations that provide home-delivered meals to homebound persons who are elderly and/or have a disability.
1.2 Grantee has applied for a grant from the Program and has met all requirements for receiving the Grant.
1.3 Grant Budget: Grantee shall provide a detailed budget for the year, attached hereto as "Attachment C", not to exceed a total of \$6,074.65 for all awards granted for the Term of the Agreement, signed by the Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information.

Texas Department of Agriculture HDM-15-1547

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Attachment A - Award Specific Provisions

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- 2.6 Grantee Meal Delivery and Temperature Standards and Procedures. Grantee shall maintain policies to ensure compliance with meal temperature standards and the Program's four-hour delivery requirement at each meal preparation location.
2.7 Failure to Obtain a Food Establishment Permit or Comply with Texas Food Establishment Rules (TFER). If it is determined that Grantee failed to obtain a required food establishment permit, or that Grantee fails to comply with TFER, Grantee, at its sole discretion, may exercise the remedies set forth in sections 6.1 and 7.1 of this Agreement, including, without limitation, termination of the Agreement and taking legal action to obtain full repayment of the Grant.
2.8 Notice of Failure to Receive County Grant. Grantee shall promptly notify the Grantor of any failure to receive or reduction in the amount of the county grant funds required by Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter C, Section 1953 as reported by Grantee in its application for funds under this Program.
2.9 Eligible Meals. The Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by the Texas Department of Agriculture and Disabilities and/or Area Agency on Aging from the total number of meals delivered as reported by Grantee in a county between September 1, 2013 and August 31, 2014.

Texas Department of Agriculture Attachment B - Terms and Conditions

- 1.1 Application. Grantor and Grantee (the Parties) agree to the following terms and conditions, which are applicable unless a term of the Award Specific Provisions clearly indicates otherwise.
2. Definitions
2.1 "Agreement" - The Grant Agreement and all attachments thereto.
2.2 "Authorized Official" - Grantee's representative authorized to bind the Grantee and take action on its behalf.
2.3 "Commissioner" - The Commissioner of Agriculture.
2.4 "Department" - The Texas Department of Agriculture.
2.5 "Deputy Commissioner" - The Deputy Commissioner of Agriculture.
2.6 "Fiscal Officer" - Grantee's designated representative responsible for all financial and budget reporting functions related to the administration of the grant, as required by the Agreement.
2.7 "Grant Coordinator" - Grantor's designee responsible for and authorized to coordinate the Grant Program.
2.8 "Non-Expendable Personal Property" - Tangible personal property having a useful life of more than one year and an acquisition cost of \$3,000.00 or more per unit.
2.9 "Project Manager" - Grantee's designated representative responsible for day-to-day project management and coordination.
3. Reporting Requirements
3.1 Performance Reports
A. Quarterly Reports Required. Performance reports shall be submitted on a form prescribed by Grantor.
B. Final Performance Report. The final report shall follow the format prescribed by the

Attachment A - Award Specific Provisions

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Texas Department of Agriculture, Trade & Human Development Grant Attachment B - Terms and Conditions

Page 1 of 1

- Grantor. The Final Performance Report is due thirty days after the expiration or termination of this Agreement, whichever occurs first.
- 3.2 Budget Reports.**
- A. Budget Reports.** Budget Reports shall be submitted on a form prescribed by Grantor. These reports shall detail use of grant funds spent to date and must be submitted within the time prescribed by Section 3.3 of this Attachment B.
- B. Budget Report.** Both the Fiscal Officer and the Project Manager must sign the Final Budget Report. The form shall detail the use of all award funds in accordance with the approved budget. The Final Budget Report is due sixty days after the expiration or termination of this Agreement, whichever occurs first. Grantor shall not reimburse any expenses incurred after the termination of this Agreement.
- 3.3 Quarterly Reporting Periods.** Quarterly reports must be submitted no later than thirty days after the end of the following reporting periods:
- September 1 thru November 30;
 - December 1 thru February 28;
 - March 1 thru May 31; and
 - June 1 thru August 31.
- 3.4 Annual Inventory of Property.** Grantor's Project Manager or Fiscal Officer shall provide to the Grantor an Annual Inventory of Grantor Non-Expendable Personal Property detailing the items' location and condition on the form prescribed by the Grantor.
- 3.5 Failure to Comply with Reporting Requirements.** Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in the revocation of a Grant, withholding of request(s) for reimbursement, requiring the repayment of Grant funds disbursed to Grantee, and/or Grantor's withholding for future Program funds.
- 4 Agreement Modifications**
- 4.1 Agreement Modifications.** The Agreement cannot be changed, terminated or modified in any manner other than as provided for herein. Grantor is not obligated to approve requests for modification.
- 4.2 Requested Agreement Changes by Grantee.** The Grantee may request changes to the Agreement, budget objectives and deliverables by submitting the requested change to the Grantor in writing. Except as otherwise provided in the Agreement, requested changes shall only become effective upon written approval of the Grantor. Written notice of approval or denial of the Grantee's request will be sent to the requester.
- 4.3 Time for Requesting Agreement Changes.** The Grantee may request changes to the Agreement by submitting the requested change in a format prescribed by Grantor, including justification for the request, to the Grant Coordinator no later than thirty days prior to the end of the Term of Agreement. Requests for Agreement changes may be submitted for:

Texas Department of Agriculture
Trade & Business Development - Grants
Attachment B - Terms and Conditions

- approval within thirty days prior to the end of the Term of Agreement, but only for good cause as determined by the Grantor based on the justification submitted with the request. The following requests shall be considered:
- A. Material Budgetary Changes.** If a budgetary change for an amount exceeding 10% of the Grant Award is needed, it must include:
- 1) A statement explaining the need for the change; and
 - 2) Documentation indicating the line items and amounts to be changed.
- B. Programmatic Change.** If a programmatic change is requested, such as the scope, target, or focus of the Grant Project, the request shall include a detailed explanation and a statement for the change.
- C. Agreement Extension.** Grantee shall submit to Grantor written request with an explanation, for an extension of the Agreement not less than thirty days prior to the end of the Term of Agreement. The explanation should demonstrate that the extension is necessary due to unforeseeable circumstances preventing completion of the Grant Project.
- 4.4 Budgetary Revisions.** The Grantee is allowed to make budgetary revisions without prior approval for up to 10% of the grant award. The total of the revisions is a cumulative amount totaling 10% of the award. These funds may only be reallocated to eligible and previously approved line items, excluding indirect costs and equipment purchases. Notification of any revisions must be submitted to the Grantor in writing within ten business days prior to the subsequent payment request.
- 4.5 Grantor Amendment.** Grantor may alter, amend, change, modify, revise, or supplement the terms of the Agreement by providing written notice of amendment to Grantee. Grantee's continued performance under the Agreement constitutes acceptance of Grantor's amendment.
- 4.6 Approved Changes Become Part of Agreement.** Once approved in accordance with this Attachment, approved changes become a part of the Agreement, superseding all provisions that are inconsistent herein.
- 4.7 Lack of Approval for Budget Transfers.** Lack of prior approval for the following will be grounds for denial of reimbursement requests for the following items:
- A. Budget transfers exceeding 10% of the grant award;
 - B. Indirect costs; and/or
 - C. Equipment purchases
- 4.8 Grantee Project Manager Change.** Grantee shall notify Grantor in writing within seven days of Grantee's Project Manager separation form, or notice of intent to separate from the

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- Grant during the Term of the Agreement. Such notice shall include the date of termination of the Project Manager's affiliation.
- 4.9 Grantor's Approval of Proposed Project Manager Change.** Grantor shall review Grantee's request and provide written approval or denial of the proposed change within 10 business days after receiving such notice from Grantee. If Grantor does not approve such submission, then the Agreement shall be temporarily suspended until an alternative Project Manager is approved or the Agreement is terminated in accordance with Section 8.1 of this Attachment B.
- 4.10 Reimbursement After Project Manager Separation.** Unless Grantor has approved the Project Manager change under Section 4.9 above, Grantor will not reimburse Grantee for any expenditure directly associated with the Project Manager under the Agreement that is incurred after the effective date of termination provided in the written notice under Section 4.8 above. Such expenditures include, but are not limited to the Project Manager's salary, incidentals, and/or travel. In the event of any conflict between Sections 4.10 and 4.5 of this Attachment B, Section 4.5 will prevail.
- 5 Compliance**
- 5.1 Access to Records.** During the Term of Agreement and for at least three years after termination of the Agreement, Grantee shall allow representatives of Grantor and/or the State Auditor's Office upon request by a/c, access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to the Agreement. Such records shall be maintained by Grantee at a location that is readily accessible to Grantor and/or the State Auditor's Office.
- 5.2 Authority to Audit and Investigate.** Grantee understands that acceptance of grant funds under the Agreement acts as acceptance of the authority of the State Auditor's Office, its successor agency, and any representative of the Grantor to conduct an audit or investigation in connection with such funds. Grantee further agrees to cooperate fully with the State Auditor's Office, its successor or any representative of the Grantor in the conduct of the audit or investigation, including providing all records requested and providing the State Auditor or any representative of the Grantor with access to any information they consider relevant to the investigation or audit. Grantee shall ensure that the clause concerning the authority to audit funds received indirectly by any subcontractors used by Grantee and their requirement in contracts is included in any subcontracted awards.
- 5.3 Records Retention.** All records under the Agreement are required to be maintained by the Grantee for three years after the expiration or termination of the Agreement, or any litigation or audit is completed, whichever is longer.
- 5.4 Copies of Financial Audit.** If Grantee has a financial audit performed in any year during which Grantee receives funds from Grantor, and if the Grantor requests information about the audit, the Grantee shall provide such information to Grantor or provide information as to where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which the Grantor's funds are included.

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- The following requests shall be considered:
- A. Material Budgetary Changes.** If a budgetary change for an amount exceeding 10% of the Grant Award is needed, it must include:
- 1) A statement explaining the need for the change; and
 - 2) Documentation indicating the line items and amounts to be changed.
- B. Programmatic Change.** If a programmatic change is requested, such as the scope, target, or focus of the Grant Project, the request shall include a detailed explanation and a statement for the change.
- C. Agreement Extension.** Grantee shall submit to Grantor written request with an explanation, for an extension of the Agreement not less than thirty days prior to the end of the Term of Agreement. The explanation should demonstrate that the extension is necessary due to unforeseeable circumstances preventing completion of the Grant Project.
- 4.4 Budgetary Revisions.** The Grantee is allowed to make budgetary revisions without prior approval for up to 10% of the grant award. The total of the revisions is a cumulative amount totaling 10% of the award. These funds may only be reallocated to eligible and previously approved line items, excluding indirect costs and equipment purchases. Notification of any revisions must be submitted to the Grantor in writing within ten business days prior to the subsequent payment request.
- 4.5 Grantor Amendment.** Grantor may alter, amend, change, modify, revise, or supplement the terms of the Agreement by providing written notice of amendment to Grantee. Grantee's continued performance under the Agreement constitutes acceptance of Grantor's amendment.
- 4.6 Approved Changes Become Part of Agreement.** Once approved in accordance with this Attachment, approved changes become a part of the Agreement, superseding all provisions that are inconsistent herein.
- 4.7 Lack of Approval for Budget Transfers.** Lack of prior approval for the following will be grounds for denial of reimbursement requests for the following items:
- A. Budget transfers exceeding 10% of the grant award;
 - B. Indirect costs; and/or
 - C. Equipment purchases
- 4.8 Grantee Project Manager Change.** Grantee shall notify Grantor in writing within seven days of Grantee's Project Manager separation form, or notice of intent to separate from the
- 5.5 Notification Regarding Grantee's Fiscal Officer or Authorized Individual Changes.** Grantee shall immediately notify Grantor if Grantee's Fiscal Officer or Authorized Individual leaves or otherwise changes during the Term of Agreement. Grantor shall not process grant payments during any period of time for which Grantor has failed to designate a Fiscal Officer or Authorized Individual.
- 5.6 Notification of Subcontract/Assignment.** Any delegation by Grantee to a third party of any of the duties and responsibilities under the Agreement shall not relieve Grantee of its responsibility to Grantor for its proper performance under the Agreement. Grantee cannot subcontract or assign any of its duties under the Agreement without advance written notice to Grantor and prior written approval of Grantor, which shall not be unreasonably withheld. Lack of notice may be grounds for termination of the Agreement.
- 6 Intellectual Property**
- 6.1 Copies of Materials to Grantor; Non-Disclosure.** The Grantee shall provide to the Grantor any Intellectual Property, information, data, conclusions, or reports as it may develop or produce as a result of the Agreement at least thirty days prior to its publication, release, or dissemination, in any form, for Grantor's review and comment. If Grantee and Grantor agree for good cause that such materials or information should remain non-confidential, Grantee shall not disclose or publish any information gathered, compiled, produced, reviewed or controlled by Grantee in connection with the approved Grant Project defined in Attachment C. For purposes of this section, good cause includes (i) breach of the Agreement by Grantor and (ii) Grantee's failure to meet the Grant Project's objectives. The Grantee shall provide to the Grantor copies of all printed or recorded materials which describe or publicize the project, including brochures, press clippings, audio and video tapes, and photographs of sites and signs. The Grantee shall have the right to publicize the Grant Project and to use and disseminate the information, data, conclusions, articles, reports, brochures, audio and videotapes, photographs, and other items provided by Grantee. Notwithstanding any other provision in the Agreement, Grantee agrees that if Grantor commits a material breach of the Agreement, or if Grantor terminates the Agreement for cause, then Grantor shall be the sole owner of any Intellectual Property created under the Agreement, and Grantor has no rights to said Intellectual Property whatsoever.
- 6.2 Reports to Grantor.** If the Grantee has conceived of, actually put into practice, discovered, invents, or produces any intellectual property during the course of its work under the Agreement, it shall report that fact to the Grantor.
- 6.3 Copies of Intellectual Property Materials to Grantor.** The Grantee must submit a copy of any intellectual property materials produced as a result of the Grant Project to the Grantor at least thirty days prior to publication, release, or dissemination.
- 6.4 Funding Statement.** All materials produced as a result of the Grant Project must include a statement that the work was funded, in whole or in part, by the Grant Program administered by the Texas Department of Agriculture.

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- 6.5 **Grantor's Rights.** The Grantor may obtain governmental protection for rights in the intellectual property. However, the Grantor reserves a royalty-free, nonexclusive, perpetual and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property created or produced in whole or in part with funds received under the Agreement and for which the Grantor obtains intellectual property rights.
 - 6.6 **Grantee's Responsibilities.** In performing work under the Agreement, the Grantee shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold the Grantor harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the Grantor against any claims for infringement related to its work under the Agreement.
 - 6.7 **Subcontract Provisions.** The Grantee shall include provisions adequate to effectuate the purposes of Section 6 of this Attachment in all subcontracts under the Agreement in the course of which intellectual property may be produced or acquired.
 - 6.8 **Intellectual Property Developed with Other Funding.** Nothing in Section 6 of this Attachment is intended to give the Grantor a right to any intellectual property developed with funds other than those provided by the Agreement or used as matching funds under the Agreement.
- 7. Payments.**
- 7.1 **Lack of Funding.** The Agreement is subject to the availability of state, federal or private funds. If such funds become unavailable during the Term of Agreement and Grantor is unable to obtain sufficient funding for the Agreement, the Agreement will be reduced or terminated.
 - 7.2 **Grantee in Good Standing.** Grantee understands that in order to be eligible for payment from Grantor, Grantee must be in good standing with the Texas Comptroller of Public Accounts.
 - 7.3 **Reimbursement.** Grantor shall reimburse Grantee only for actual, reasonable and necessary expenses, in accordance with the following circulars, directives, policies and standards:
 - A. OMB Circular A-102, 2 CFR 215, 2 CFR 220, 2 CFR 225, and 2 CFR 230 as applicable;
 - B. The Uniform Grant Management Standards ("UGMS");
 - C. As provided for in Attachment C, and to the extent the expenditure is allowable as determined by Grantor; and
 - D. Only to the extent such expenses have been incurred by Grantee in the fulfillment of the objectives provided for in Attachment C.

7.4 **Reimbursement Documentation.** Grantee shall submit to Grantor, for each:

Texas Department of Agriculture
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reimbursement request, a completed Payment Request and Budget Compliance Report on a form designated by Grantor, including the following information, if applicable:

- A. **Personnel Costs.** Back up documentation for salary/wages and fringe benefits must be provided that detail personnel name billed directly to the program.
 - B. **Travel Costs.** Travel costs are allowable for transportation, lodging and related expense items incurred by Grantee while traveling within Texas on official business directly related to the Grant Project. Reimbursement for travel is limited to the federal Domestic Per Diem Rates, which can be found on the U.S. General Services Administration (GSA) Web site. For locations not listed on the GSA site, the rate will be limited to travel reimbursement rates as set by the Texas Comptroller of Public Accounts. The Grantee will address exceptions on a case-by-case basis. Copies of receipts for all expenditures, regardless of the amount, must accompany the request—including, but not limited to, airfare, lodging, transportation, incidentals, etc. A brief justification for the travel must also be included. Meals, or any food related items related to travel and/or per diem expenses are not an allowable cost and will not be approved for reimbursement.
 - C. **Supplies and Other Operating Costs.** Copies of vendor invoices for purchases of \$500.00 or more and an itemized list of all invoices for purchases of less than \$500.00 must accompany the Payment Request. All backup documentation, including original copies of vendor invoices, must be made available to Grantor upon request during any audit conducted at Grantee's premises under the Agreement.
 - D. **Indirect Costs.** Grantor's maximum obligation also includes indirect costs of up to ten percent (10%) of actual costs. The incision of these indirect costs shall not change Grantor's maximum obligation under this Agreement. In order to be reimbursed for indirect costs, Grantee must provide an Indirect Cost Plan to Grantor for approval.
- 7.5 **Payment Requests.** Grantee must submit payment requests in a manner as prescribed by Grantor at least quarterly, with no greater frequency than monthly.
- 7.6 **Final Payment Request.** The final payment request must be received no later than sixty days following the completion of the Grant Project or after the expiration or termination of the Agreement, whichever occurs first.
- 7.7 **Payment Schedule.** In order to be eligible for reimbursement of a payment request, all reporting requirements must be current. Grant funds shall be paid according to the following schedule:
 - A. Up to 90% of the total grant award may be disbursed provided the work for which payment is requested has been completed and proper documentation to substantiate the request has been submitted pursuant to Section 7.4.
 - B. The remaining 10% may only be disbursed if the disposition of all property purchased under the Agreement is submitted utilizing the form designated by the Grantor (if applicable).

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- 7.8 **Payment Classification.** Funds reimbursed under the Agreement must be classified as "grants" for financial reporting purposes.
 - 7.9 **Use of Funds.** Quarterly reports must demonstrate the expenditure of funds in a timely manner, as well as corresponding progress towards Grantee's project objectives. Lack of progress will be considered a breach of this agreement and unless cured in the time prescribed by Grantor, will result in the termination of this agreement.
 - 7.10 **Non-expended Grant Funds.** Grantee understands and acknowledges that grant funds that are not expended by Grantee prior to the end of the Term of Agreement, including any authorized extensions, shall be forfeited.
 - 7.11 **Required Repayment of Grant Funds.**
 - A. Grantor will deny any requests for reimbursement and/or require repayment of Grant funds disbursed to Grantee if:
 - 1) Grant funds are misused;
 - 2) Grantee violates any term, condition or provision of this Agreement; or
 - 3) Grantee made any misrepresentations to Grantor in obtaining this Grant.
 - B. This provision is not exclusive of other grounds for withholding or requiring repayment of grant funds or any other remedy, civil or criminal, which may be available to Grantor.
 - 7.12 **Matching Funds.** Grantee is required to expend matching funds in an amount equal to or greater than the pledged match as outlined in Attachment C. Requests for reimbursement will only be paid after Grantee provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.
- 8. Termination of Agreement**
- 8.1 **Agreement Termination.** The Agreement may be terminated at any time by mutual consent. In addition, either party may terminate the Agreement, without cause, upon thirty days' written notice via registered or certified mail, return receipt requested, to the other party. Early termination of the Agreement shall not relieve Grantee from the obligation of providing final performance and budget reports regarding the expenditure of grant funds received prior to termination. If one party terminates the Agreement, pursuant to this section, then the effective date of termination is thirty days from the date that the non-terminating party receives the notice of termination.
 - 8.2 **Immediate Termination.** Any default or breach of the Agreement, including but not limited to, Grantee's failure to meet reporting requirements for more than one quarter (does not have to be consecutive), or fulfill any other obligation under the Agreement, shall constitute cause for immediate termination of the Agreement. Such termination is effective upon written notification by Grantor by mailing written notice via registered or certified mail, return receipt requested, to Grantee. The effective date of termination is three days after Grantor mails Grantee notice of termination.

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- 8.3 **Curable Breach.** If Grantor determines that a breach by Grantee is curable, Grantor may send written notice to Grantee stating the nature of the breach. Should the breach not be cured by Grantee within thirty days from the date of the notice, the Agreement will be immediately terminated. Forbearance of this section or any other termination provision by Grantor shall not constitute a waiver of the breach.
 - 8.4 **Termination for Lack of Appropriate License/Permits.** Grantee's failure to obtain and maintain applicable federal, state, and local licenses and permits shall constitute cause for immediate termination of the Agreement.
 - 8.5 **Reimbursement upon Termination.** In the event of termination of the Agreement, Grantee shall be reimbursed for eligible, documented expenses in accordance with the Agreement up to the date of termination. Expenses incurred beyond the date of termination will not be reimbursed, and Grantee specifically waives all rights to any further funds upon termination of the Agreement.
 - 8.6 **Effect of Expiration or Termination.** Sections 3.1, 3.2, 5.1, 5.2, 5.3, 5.4, 6.1, 6.3, 6.4, 7.11, 8.1, 9.5, and 9.6 of this Attachment B shall survive the expiration or termination of the Agreement. Notwithstanding anything to the contrary contained in the Agreement, termination of the Agreement shall not release or relieve either Grantor or Grantee from any liabilities or damages arising out of any breach of the representations and warranties made by it, or its failure to perform any of the covenants, agreements, duties or obligations arising under the Agreement.
- 9. Disposition of Property**
- 9.1 **Property Vested in Grantee.** When personal property is acquired by Grantee with grant funds, title shall be vested in Grantee, subject to the Agreement.
 - 9.2 **Personal Property Used in Accordance with the Agreement.** During the Term of Agreement, such personal property shall be used in accordance with the Agreement to accomplish the public purposes served by the Grant Project.
 - 9.3 **Maintenance of Property Records.** Grantee must maintain property records that include a description of the property, a serial number or other identification number, the source of property, who holds the title, the acquisition date, and cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property, on a form prescribed by Grantor.
 - 9.4 **Physical Inventory.** A physical inventory of the property shall be taken and the results reconciled with the property records at least once every two years, or prior to termination of the Agreement, as applicable.
 - 9.5 **Non-Expendable Personal Property.** After the termination of the Agreement, Grantee may continue to use any Non-Expendable Personal Property acquired under the Agreement.

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in the Grant Project as long as needed, whether or not the project continues to be supported by grant funds. In the alternative, Grantee may sell the property and reinvest the proceeds in the Grant Project.

9.6 **Property Disposition at Project Expiration or Termination.** If the Grant Project has terminated and the property is no longer being used for the purposes specified in the Grant Project, then the property must be disposed of as follows:

- A. If the property has a current personal fair market value of less than \$5,000.00, Grantee may use the property for other activities without reimbursement to Grantee or sell the property and retain the proceeds.
- B. If the property has a current personal fair market value of \$5,000.00 or more, Grantee may retain the property for other activities, or sell it, but shall in either case compensate Grantee for its share. The amount of compensation shall be computed by applying the percentage of Grantee's actual participation in the cost of the original project to the current fair market value of the property.
- C. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantee.

9.7 **Expendable Personal Property.** Expendable personal property shall vest in Grantee upon acquisition. If there is a residual lienholder of such property exceeding \$5,000.00 in total aggregate fair market value upon completion of the Grant Project, Grantee may retain the property for other activities, or sell it, but must in either case compensate Grantee for its share. The amount of compensation shall be computed in the same manner as Non-Expendable Personal Property. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantee.

10 **General Terms and Conditions**

10.1 **Delegation to Third-Party.** Grantee is not relieved of its duties and obligations imposed by the Agreement through delegation by Grantee to a third party.

10.2 **Agreement Binding.** The Agreement shall be binding on and inure to the benefit of the parties and their officers, executives, administrators, legal representatives, and successors except as otherwise specified herein. Neither party may assign or transfer the Agreement without the written consent of the other party. The parties intend to be legally bound and have executed the Agreement as evidenced by their signatures on the date indicated below. The Agreement is not effective unless and until it has been signed by both parties.

10.3 **Grantee Responsible for Compliance.** Grantee shall be solely responsible for compliance with all federal, state, and municipal laws, ordinances, regulations, and purchasing or contracting guidelines in the accomplishment of the Grant Project funded by the Agreement, and failure to comply with such shall constitute cause for immediate termination of the Agreement in accordance with Section 8.2 of this Attachment.

10.4 **Agreement does not Create Debt.** The Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.

10.5 **Delivery Methods.** Unless specifically provided herein, any required notice to be given by either party to the other party must be affected by personal delivery in writing or by mailing same the registered or certified mail, return receipt requested. All notices shall be addressed to the parties at the address stated in the Agreement unless a change of address has been given in the manner provided for in this section.

10.6 **Inspection by Grantor.** During the Term of Agreement, Grantor may inspect Grantee's premises, accounting records, property records, and other records, to monitor Grantee's performance of the work and expenditures of the grant funds. Grantor further has the right to make a visual inspection of any assets purchased or consigned with grant funds.

10.7 **Indemnification.** Grantee shall indemnify and hold harmless, to the extent allowed by the laws and Constitution of the State of Texas, Grantor, its executives, officers, agents and Grantee's performance under the Agreement, including reasonable attorney's fees and settlement costs incurred in defending or settling any such claims.

10.8 **Grantee Not Employee of Grantor.** Grantee, its employees, contractors, and/or subcontractors shall not present themselves as or be construed as employees or agents of Grantor. Neither Grantee nor its employees have an employer-employee relationship with Grantor.

10.9 **Representations and Warranties of Grantee.** Grantee represents and warrants that: it has the full right and authority to enter into the Agreement; and to borrow on Grantee the rights and privileges set forth in the Agreement; it has obtained all necessary approvals prior to execution of the Agreement; it is in good standing with the Texas Comptroller of Public Accounts, and in all other jurisdictions in which it is required to be so qualified for performance of the Agreement; and it has paid all necessary fees, and it has obtained all necessary certifications, registrations, approvals and licenses necessary to perform the Agreement.

10.10 **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall be in the District Courts of Travis County, Texas.

10.11 **Dispute Resolution.** The Agreement is subject to the dispute resolution procedures set forth in Chapter 2260 of the Texas Government Code.

10.12 **Uniform Grant Management Standards.** The Agreement shall comply in all respects with the Uniform Grant Management Standards (UGMS), Texas Government Code, §763.607. In

the case of any conflicts between UGMS and the Agreement, UGMS shall control.

10.13 **Texas Public Information Act.** Grantee acknowledges that all information provided by Grantee pursuant to the Agreement, including information and material referred to in the Agreement, attachments and/or any amendments thereto, is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be subject to disclosure to the public.

10.14 **Headings.** Captions and headings of the sections or paragraphs of the Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of the Agreement, nor shall they be employed to interpret or aid in the construction of the Agreement.

10.15 **Severability.** If any part of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from the Agreement; and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable provisions that are essential parts of the Agreement.

10.16 **Waiver.** A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.

10.17 **Assignment.** Grantee represents and warrants that neither Grantee nor any firm, corporation, partnership, or institution represented by Grantee, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this grant award.

10.18 **Force Majeure.** Neither Grantee nor Grantor shall be liable to the other for any delay in, or failure of performance, of any requirement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance and after the causes of delay or failure have been removed provided the non performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

10.19 **Buy Texas.** Grantee shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

10.20 **Electronic and Information Resources Accessibility Standards, As Required by 1**

TAC Chapter 213.

a. Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

b. If applicable, Grantee shall provide DIR with the URI to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration --Buy Accessible Wizard (<http://www.buyaccessible.gov>). Vendors not listed with the --Buy Accessible Wizard or supplying a URI to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantially the same format. Additional information regarding the --Buy Accessible Wizard or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

10.21 **Confidential Information.** If it is necessary for Grantee to include proprietary or otherwise confidential information in its Proposal or other submitted information, Grantee must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PLA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PLA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by Grantee to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PLA. Subject to the Act, Grantee may protect trade and confidential information from public release.

TEXAS DEPARTMENT OF AGRICULTURE
ATTACHMENT C - APPROVED BUDGET

Name of grantee: County of Winkler

As stated in Attachment A, the Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by DHS/AA from the total number of meals delivered as reported by Grantee in a county between September 1, 2013 and August 31, 2014. The Grant is calculated on the remaining number of meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantee the amount of the excess Grant funds received, on terms and conditions set by Grantee.

COMPLETE THE TABLE BELOW: Please estimate, to the best of your ability, how Texas Feeding Tots Home Delivered Meal Grant Program funds will be expended for your organization during the grant period.

County	Winkler
Application Number	HDM-15-1547
Total # Meals Delivered (as reported by Grantee)	22,710
Total # Meals Funded by DHS/AA (estimates)	12,525
Remaining Eligible Meals	10,185
Calculated Grant Amount	\$6,074.65
Expenditure Category	Estimated Amount
Personnel	\$
Food/Meals	\$6,074.65
Equipment	\$
Building Occupancy	\$
Transportation	\$
Office Supplies and Services	\$
Other: Please specify exactly	\$
a	\$
b	\$
c	\$
d	\$
Total Grant Amount	\$6,074.65

During the grant year, Grantee must demonstrate that TDA grant funds were used to directly implement or expand existing meal services to homebound persons (or an eligible individual) or have a dual role.

By signing, I certify that the information entered on this form is true and correct to the best of my knowledge.

Authorized official signature

Date

C. M. Mundy
Authorized Official Title

23 Jan 2015

TDA - HDM-15-1547
Trade & Business Development - Grants Office

County of Winkler
Attachment C - Budget

TDA - Award Agreement
Attachment D Certifications and Assurances

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Attachment D

- 14. **ANIMAL WELFARE** - It will comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544, as amended, 7 U.S.C. § 2131 et seq) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities supported by this award.
- 17. **HUMAN TEST SUBJECTS** - It will comply with 45 CFR Part 46 regarding the protection of human subjects involved in research, development and related activities supported by this award.
- 18. **TAXES** - It will comply with all State and Federal tax laws and is solely responsible for filing all required State and Federal tax returns. The Grantee also certifies that it is not delinquent in the payment of any franchise taxes owed the State of Texas.
- 19. **ELIGIBILITY FINANCIAL PARTICIPATION** - Under Texas Government Code, Section 2155.004, no person who received compensation for participating in preparing the specifications or request for proposals on which this agreement is based has any financial interest in this agreement. The Grantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this condition is inaccurate.
- 20. **COMPLIANCE WITH REQUIREMENTS** - It will comply and assure the compliance of all its sub grantees and contractors, with all applicable requirements imposed by federal and state laws, executive orders, regulations, policies, program requirements and other administrative requirements governing this program.
- 21. **WORKPLACE GUIDELINES** - It will adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health, as required by the Texas Health and Safety Code, Sec. 816.01 et seq.
- 22. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their position for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- 23. **LOBBYING** - No funds provided under this agreement has been or will be used to pay any person for influencing, attempting to influence, or communicating with a member of the legislature or executive branches of state government (which includes a member-elect, a candidate for an officer, an officer-elect, or an employee of the legislature or legislative committee or any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress in connection with any legislation, administrative action, the awarding or making of any state or federal contract, agreement, or loan, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any state or federal contract, agreement, loan or cooperative agreement.
Also, the Grantee will require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub recipients shall certify accordingly.
- 24. **EXECUTIVE HEAD** - Under Sections 669.003, Texas Government Code, the Grantee certifies that no person who, in the last four years, served as an executive of TDA or any other state agency was involved with or has any interest in the grant application or proposal or this agreement. If the Grantee employs or has used the services of a former executive head of TDA or any other state agency, then the Grantee will provide the following information to TDA: name of former executive, name of state agency; date of separation from the state agency, position with the Grantee, and date of employment with the Grantee.
- 25. **FELOONY** - Sections 2155.005 and 2261.053, Texas Government Code, prohibit TDA from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or

TDA - Award Agreement
Attachment D Certifications and Assurances

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Attachment D

any other disaster occurring after September 24, 2005. The Grantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that the agreement may be terminated and payment withheld if this certification is inaccurate.

25. **DRUG-FREE WORKPLACE** - It will maintain a drug-free work environment and comply with applicable provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-650, title V, § 5155, Nov. 18, 1988, 102 Stat. 4307) and 41 U.S.C. 8101 et seq.

27. **AUDIT** - If the Grantee currently expends combined federal funding of \$900,000 or more in a year, the Grantee will submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Standards of States, Local Governments, and Non-Profit Organizations."

If the Grantee currently expends combined federal funding of less than \$500,000 in a year, the Grantee is exempt from the Single Audit Act and cannot charge audit costs to a TDA agreement. The Grantee understands, however, that TDA may require a limited scope audit as defined in OMB Circular A-133.

28. **DEBARMENT** - TDA is federally insured in adherence to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal Grants Services Administration's System for Award Management (SAM): <http://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) specially designated National (SDN) list.

The Grantee certifies that the Grantee and its principals are eligible to participate in this agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Grantee is in compliance with the State of Texas statutes and rules relating to procurement and that Grantee is not listed on the federal government's exclusion watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>

C. M. Mundy
Signature of Authorized Official

01/23/2015
Date

Printed Name and Title of Authorized Official

Grantee Organization

TDA - Award Agreement
Attachment D Certifications and Assurances

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Attachment D

CERTIFICATIONS AND ASSURANCES

This certification is a material representation of fact upon which the Texas Department of Agriculture (TDA) relies in determining the award of this agreement. If it is later determined that the Grantee knowingly rendered an erroneous certification, TDA, in addition to any other remedies available to the state and federal governments, may take appropriate action.

Grantees must complete this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must fully understand and comply with these requirements. Failure to comply with applicable assurances may result in the withholding of funds, termination of the award, or other sanctions.

The Grantee hereby assures and certifies compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, including OMB Circular No. A-21 (2 CFR Part 200), A-87 (2 CFR Part 205), A-110 (2 CFR Part 215), A-122 (2 CFR Part 230), and A-133, as applicable; Executive Order 12372; and Uniform Agreement Management Standards (UAMS) that govern the application, acceptance and use of funds for this project. Also, by signature below, the Grantee assures and certifies that:

1. **LEGAL AUTHORITY** — It possesses legal authority to enter into the agreement, including all understandings and assurances contained therein, and the person identified as the official representative of the Grantee is duly authorized by the Grantee to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of the Grantee, and to validly and legally bind the Grantee to all of its terms, performances, and provisions.
2. **CONTRACT AGREEMENT ADMINISTRATION** — It will maintain an appropriate agreement administration system to ensure that all terms, conditions and specifications of the agreement, including these standard assurances, are met.
3. **RELATIVES** — It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Grantee's governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
4. **PUBLIC INFORMATION** — It will ensure that all information collected, generated or maintained by the Grantee relative to a project assisted by this award will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
5. **OPEN MEETINGS** — If the Grantee is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted by the Texas Constitution.
6. **CHILD SUPPORT PAYMENTS** — Under Section 231.206, Texas Family Code, relating to child support obligations, the Grantee and any other individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment, and acknowledges that this agreement may be terminated and payment withheld if this restriction is inactivated.

TDA - Award Agreement
Attachment D Certifications and Assurances

Page 1 of 4

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve asset forfeiture report of Winkler County Sheriff, Constables and County Attorney in accordance with Article 59.06, Code of Criminal Procedure, V.T.C.A.; which motion became an order of the Court upon the following vote:

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

FY 2014
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Winkler County Sheriff Dept Reporting Period: 1/1/14 to 12/31/14
 Agency Mailing Address: Drawer 0
Hermit TN 37045
 Phone Number: 423-586-3401
 County: Winkler
 Email Address: Kelly@sheriffmail.com

FBI should be a
 302(a)(1) agency
 email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS PURSUANT TO CHAPTER 59	
A) Beginning Balance	\$ -0-
B) Seizures During Reporting Period	
1) Amount seized and retained by your agency's custody	\$ -0-
2) Amount seized and transferred to the District Attorney/Judge/Jury	\$ -0-
C) Seizures Earned by Seized Funds During Reporting Period	\$ -0-
D) Amount Returned to Petitioner/Respondent	\$ -0-
E) Amount Transferred to Petitioner/Respondent	\$ -0-
F) Other Forfeitures Items	\$ -0-
G) Ending Balance	\$ -0-
Instructions: Add lines A, B(1), C and F, subtract lines D and E, per statute line G	
II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59	
A) Beginning Balance	\$ 2154.75
B) Amount Forfeited to and Received by Reporting Agency (including Interest) During Reporting Period	\$ -0-
C) Interest Earned on Forfeited Funds During Reporting Period	\$ 1.07
D) Amount Awarded Pursuant to 39-022 (b)(1)	\$ -0-
E) Amount Awarded Pursuant to 39-022 (a)	\$ -0-
F) Proceeds Received by Your Agency From Sale of Forfeited Property	\$ -0-
G) Amount Returned to Crime Victims	\$ -0-
H) Other Recoveries/Returns	\$ 2155.82

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J) Total Expenditures of Forfeited Funds During Reporting Period	\$ -0-
K) Ending Balance	\$ 2155.82
Instructions: Add lines A, B, C, D, E, F and H, subtract lines G and I, plus total in line J	

III. OTHER PROPERTY

Please note - this should be a number and a currency amount. Example: 4 cars seized, 3 cars forfeited and 8 cars not into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO PETITIONER'S RESPONDENTS	PLACED INTO USE BY AGENCY
1) MOTOR VEHICLES (include cars, motorcycles, tractor trailers, etc.)	-0-	-0-	-0-	-0-
2) REAL PROPERTY (Count each parcel seized as one item)	-0-	-0-	-0-	-0-
3) COMPUTERS (include computer and attached system components, such as printer and monitor, as one item)	-0-	-0-	-0-	-0-
4) FIREARMS (include only firearms seized for forfeiture as per Chapter 59. Do not include weapons deposited under Chapter 18)	-0-	-0-	-0-	-0-
5) Other Property - Describe:	-0-	-0-	-0-	-0-
Other Property Description:	-0-	-0-	-0-	-0-

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicles	#
B) Real Property	#
C) Computers	#
D) Firearms	#
E) Other	#

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A) Motor Vehicles	#
B) Real Property	#
C) Computers	#
D) Firearms	#
E) Other	#

VI. EXPENDITURES

A) SALARIES	
1) Increase of Salary, Expense, or Allowance for Employees (Salary Supplemental)	\$ -0-

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2) Salary Budgeted Solely From Forfeited Funds	\$ -0-
3) Number of Employees Paid Using Forfeited Funds	#
4) TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS	\$ -0-
B) OVERTIME	
1) For Employees Budgeted by Governing Body	\$ -0-
2) For Employees Budgeted Solely out of Forfeited Funds	\$ -0-
3) Number of Employees Paid Using Forfeited Funds	#
4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS	\$ -0-
C) EQUIPMENT	
1) Vehicles	\$ -0-
2) Computers	\$ -0-
3) Firearms, Protective Body Armor, Personal Equipment	\$ -0-
4) Furniture	\$ -0-
5) Software	\$ -0-
6) Maintenance Costs	\$ -0-
7) Uniforms	\$ -0-
8) FR Related Costs	\$ -0-
9) Other (Provide Detail on Additional Sheet)	\$ -0-
10) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS	\$ -0-
D) SUPPLIES	
1) Office Supplies	\$ -0-
2) Mobile Phone and Data Account Fees	\$ -0-
3) Internet	\$ -0-
4) Other (Provide Detail on Additional Sheet)	\$ -0-
5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS	\$ -0-
E) TRAVEL	
1) Total In State Travel	\$ -0-
a) Transportation	\$ -0-
b) Meals & Lodging	\$ -0-
c) Mileage	\$ -0-
d) Incidentals/Expenses	\$ -0-
2) Total Out of State Travel	\$ -0-
a) Transportation	\$ -0-
b) Meals & Lodging	\$ -0-

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c) Mileage	\$ -0-
d) Incidentals/Expenses	\$ -0-
3) TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS	\$ -0-
F) TRAINING	
1) Fees (Conferences, Seminars)	\$ -0-
2) Materials (Books, CDs, Videos, etc.)	\$ -0-
3) Other (Provide Detail on Additional Sheet)	\$ -0-
4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS	\$ -0-
G) INVESTIGATIVE COSTS	
1) Informant Costs	\$ -0-
2) Buy Money	\$ -0-
3) Lab Expenses	\$ -0-
4) Other (Provide Detail on Additional Sheet)	\$ -0-
5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS	\$ -0-
H) PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS	
1) Total Prevention/Treatment Programs (pursuant to 39-06 (a) 3)(1), (b), (j))	\$ -0-
2) Total Financial Assistance (pursuant to Article 39-06 (H) and (I))	\$ -0-
3) Total Financial Assistance (pursuant to Article 39-06 (H-2))	\$ -0-
4) TOTAL PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (pursuant to Article 39-06 (H, I), (J), (K), (L) and (2))	\$ -0-
I) FACILITY COSTS	
1) Building Purchase	\$ -0-
2) Lease Payments	\$ -0-
3) Renovation	\$ -0-
4) Maintenance Costs	\$ -0-
5) Utilities	\$ -0-
6) Other (Provide Detail on Additional Sheet)	\$ -0-
7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS	\$ -0-
J) MISCELLANEOUS FEES	
1) Court Costs	\$ -0-
2) Filing Fees	\$ -0-
3) Insurance	\$ -0-
4) Witness Fees (including travel and subsistence)	\$ -0-

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2.	Audit Costs and Fees (including audit preparation and professional fees)	\$	0-
4.	Other (Provide Detail on Additional Sheet)	\$	0-
3.	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS	\$	0-
NO PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION			
1.	Total paid to State Treasury due to lack of local agreement pursuant to 59.06(c)	\$	0-
2.	Total paid to State Treasury due to participating in task force not established in accordance with 59.06(d)(1)	\$	0-
3.	Total paid to General Fund pursuant to 59.06 (c) (3) (Texas Department of Public Safety only)	\$	0-
4.	Total Officers Funds transferred to the Health and Human Services Commission pursuant to 59.06 (g)	\$	0-
5.	TOTAL PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS	\$	0-
LI	TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT	\$	0-
NO	TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR BY PREVIOUS CATEGORIES (provide detailed description on additional sheet(s) and attach to this report)	\$	0-
NI	TOTAL EXPENDITURES	\$	0-

NOTE: BOTH CERTIFICATIONS MUST BE COMPLETED

AUDITOR / TREASURER / ACCOUNTING PROFESSIONAL / PREPARER CERTIFICATION

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

AUDITOR, TREASURER, ACCOUNTING PROFESSIONAL or PREPARER (Printed Name): Jeanne Wilhelm
 TITLE: Auditor
 SIGNATURE: Jeanne Wilhelm
 DATE: 1/17/15

AGENCY HEAD CERTIFICATION

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

AGENCY HEAD (Printed Name): George Keely
 SIGNATURE: George Keely
 DATE: 1-17-15

RETURN COMPLETED FORM TO: Office of the Attorney General, Criminal Prosecutions Division, P.O. Box 12548, Austin, TX 78711-2548, Attn: Keel Richardson (512)463-1391, Chapter59AuditReport@attorneygeneral.gov

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

FY 2014 CHAPTER 59.06(i) CERTIFICATION

Chapter 59.06(i) provides that if your agency:

- did not receive proceeds or property pursuant to Chapter 59, and
- did not expend any Chapter 59 funds, and
- holds no balance of Chapter 59 funds, then

the agency shall report this no later than 30 days after the end of the appropriate fiscal year to the Office of the Attorney General. In order to streamline this process, we are providing this short form certification.

ONLY USE THIS FORM IF YOUR AGENCY CAN REPORT ZERO ON ALL CATEGORIES OF THE LONG FORM DO NOT REPORT ON BOTH FORMS

Agency Name: Winkler County Reporting Period: 1/1/14 to 12/31/14
 Agency Mailing Address: Drawer O, Keenot TX 79745
 Example: 01/01/14 to 12/31/14, 09/01/13 to 08/31/14 etc.
 Phone Number: 432-586-3161
 County: Winkler
 Email Address: jwillhelm@co.winkler.tx.us This should be a permanent agency email address.

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that pursuant to Chapter 59.05 (i) that my agency did not receive proceeds or property under this chapter during the annual period as described by Subsection (g). I further swear or affirm that my agency did not spend any Chapter 59 funds.

AGENCY HEAD (Printed Name): Ryeland Gray, Constable Prec 1 & 3
 SIGNATURE: Ryeland Gray
 DATE: 1/16/15

RETURN COMPLETED FORM TO: Office of the Attorney General, Criminal Prosecutions Division, P.O. Box 12548, Austin, TX 78711-2548, Attn: Keel Richardson (512)463-1391, Chapter59AuditReport@attorneygeneral.gov

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FY 2014 CHAPTER 59.06(i) CERTIFICATION

Chapter 59.06(i) provides that if your agency:

- did not receive proceeds or property pursuant to Chapter 59, and
- did not expend any Chapter 59 funds, and
- holds no balance of Chapter 59 funds, then

the agency shall report this no later than 30 days after the end of the appropriate fiscal year to the Office of the Attorney General. In order to streamline this process, we are providing this short form certification.

ONLY USE THIS FORM IF YOUR AGENCY CAN REPORT ZERO ON ALL CATEGORIES OF THE LONG FORM DO NOT REPORT ON BOTH FORMS

Agency Name: Winkler County Reporting Period: 1/1/14 to 12/31/14
 Agency Mailing Address: Drawer O, Keenot TX 79745
 Example: 01/01/14 to 12/31/14, 09/01/13 to 08/31/14 etc.
 Phone Number: 432-586-3161
 County: Winkler
 Email Address: jwillhelm@co.winkler.tx.us This should be a permanent agency email address.

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that pursuant to Chapter 59.05 (i) that my agency did not receive proceeds or property under this chapter during the annual period as described by Subsection (g). I further swear or affirm that my agency did not spend any Chapter 59 funds.

AGENCY HEAD (Printed Name): Coy Wilton, Constable Prec 2 & 4
 SIGNATURE: Coy Wilton
 DATE: 1/16/15

RETURN COMPLETED FORM TO: Office of the Attorney General, Criminal Prosecutions Division, P.O. Box 12548, Austin, TX 78711-2548, Attn: Keel Richardson (512)463-1391, Chapter59AuditReport@attorneygeneral.gov

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FY 2014 CHAPTER 59.06(j) CERTIFICATION

Chapter 59.06(j) provides that if your agency:

- did not receive proceeds or property pursuant to Chapter 59, and
- did not expend any Chapter 59 funds, and
- holds no balance of Chapter 59 funds, then

the agency shall report this no later than 30 days after the end of the appropriate fiscal year to the Office of the Attorney General. In order to streamline this process, we are providing this short form certification.

ONLY USE THIS FORM IF YOUR AGENCY CAN REPORT ZERO ON ALL CATEGORIES OF THE LONG FORM DO NOT REPORT ON BOTH FORMS

Agency Name: Winkler County Attorney Reporting Period: 01/01/14 to 12/31/14
 Agency Mailing Address: P.O. Box 1015, Keenot TX 79745
 Example: 01/01/14 to 12/31/14, 09/01/13 to 08/31/14 etc.
 Phone Number: 432-586-2596
 County: Winkler
 Email Address: tduckworth@co.winkler.tx.us This should be a permanent agency email address.

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that pursuant to Chapter 59.05 (j) that my agency did not receive proceeds or property under this chapter during the annual period as described by Subsection (g). I further swear or affirm that my agency did not spend any Chapter 59 funds.

AGENCY HEAD (Printed Name): Thomas Duckworth Jr.
 SIGNATURE: Thomas Duckworth Jr.
 DATE: 1/16/15

RETURN COMPLETED FORM TO: Office of the Attorney General, Criminal Prosecutions Division, P.O. Box 12548, Austin, TX 78711-2548, Attn: Keel Richardson (512)463-1391, Chapter59AuditReport@attorneygeneral.gov

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Interlocal Agreement between Winkler County and Loving County for the purchase of mobile livestock pens at the Exposition Building in Wink; which motion became an order of the Court upon the following vote:

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

INTERLOCAL AGREEMENT

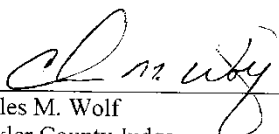
THIS AGREEMENT made and entered into this 22nd day of December, 2015 by and between LOVING COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "Loving County"; and WINKLER COUNTY, TEXAS a political subdivision of the State of Texas, hereinafter referred to as "Winkler County".

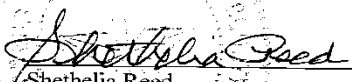
WITNESSETH: It is hereby covenanted and agreed as follows:

1. Loving County requests that Winkler County purchase a set of WW Livestock pens to be utilized for housing show animals at the Winkler and Loving County 4-H Stock Show.
2. Loving County shall provide \$20,000.00 towards the purchase of such pens.
3. Both parties agree that Winkler County will own the pens out right. Loving County relinquishes ownership of pens to Winkler County.

The subpart of this Interlocal Agreement previously executed by Loving County is attached hereto as Exhibit "A" and incorporated by reference.

WINKLER COUNTY, TEXAS

By: 
Charles M. Wolf
Winkler County Judge

ATTEST:

Shethelia Reed
Winkler County Clerk

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 30th day of December, 2014 by and between LOVING COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "Loving County"; and WINKLER COUNTY, TEXAS a political subdivision of the State of Texas, hereinafter referred to as "Winkler County".

WITNESSETH: It is hereby covenanted and agreed as follows:

1. Loving County requests that Winkler County purchase a set of WW Livestock pens to be utilized for housing show animals at the Winkler and Loving County 4-H Stock Show.
2. Loving County shall provide \$20,000.00 towards the purchase of such pens.
3. Both parties agree that Winkler County will own the pens out right. Loving County relinquishes ownership of pens to Winkler County.



Albert Lee Jones

 LOVING COUNTY JUDGE

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Design-Build Agreement between Winkler County and Aquatic Recreational Specialties, LP for construction of Kermit Park Phase VI Ball Field Hardscape – Completion at County Park in Kermit; which motion became an order of the Court upon the following vote:

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

AIA Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the Twenty Sixth day of January in the year Two Thousand Fifteen (In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Winkler County Texas, c/o Judge Wolf & County Commissioners
PO Drawer Y
Kerritt, TX 79745

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:
(Name, legal status, address and other information)
Aquatic Recreational Inc., c/o Steve Sparks, President
14232 Rising Star Blvd
Frisco, TX 75033

See the following Project:
(Name, location and detailed description)
Winkler - Kerritt Park Ph VI Ball Field Hardcape Completion
1951 School St, Kerritt TX 79745

The Architect:
(Name, legal status, address and other information)
Bancister Engineering, LLC c/o Jason Bancister
1696 County Club Dr
Mesquite, TX 76063

The Owner and Contractor agree as follows

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
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- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
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- 16 PROTECTION OF PERSONS AND PROPERTY
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- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT
The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement shall be the issue of the bonds by the Surety.

§ 2.2 The Contract Time shall be measured from the date of commencement.

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§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One hundred eighty (180) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)
In the event of inclement weather, a Rain Day Clause may be exercised by the Contractor. The Contractor will receive 3 additional days for completion for every single day of inclement weather.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$ 1,998,785.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternatives, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternatives. If the bidding or proposal documents permit the Owner to accept other alternatives subsequent to the execution of this Agreement, attach a schedule of such other alternatives showing the amount for each and the date when that amount expires.)
The stipulated sum is based upon the attached Exhibits for Commercial Proposals for Kerritt Park Ph VI Ball Field's Hardcape Completion (\$1,998,785.00)

§ 3.2.2 Unit prices, if any:
(Identify and state the unit prices, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.2.3 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
N/A	

§ 3.3 Cost of the Work Plus Contractor's Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)
N/A

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)
N/A

§ 3.4.3 Guaranteed Maximum Price
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed

(\$ N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents.
Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)
N/A

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§ 4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. N/A

§ 4.3.3 Unit Prices, if any: Identify and state the unit price, and state the quantity limitations, if any, in which the unit price will be applicable. N/A

Table with 3 columns: Item, Units and Limitations, Price per Unit (\$0.00). Row 1: N/A

§ 4.3.4 Allowances included in the Guaranteed Maximum Price, if any: Identify and state the amount of any allowances, and state whether they include labor, materials, or both. N/A

Table with 2 columns: Item, Allowances. Row 1: N/A

§ 4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based. N/A

ARTICLE 4 PAYMENTS

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows. Pay applications shall be submitted for approval as items are completed per draw schedule submitted prior to first draw.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the N/A day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than N/A () days after the Architect receives the Application for Payment. (Federal, state or local law may require payment within a certain period of time.)

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§ 6.1.2 The Supplementary and other Conditions of the Contract:

Table with 4 columns: Document, Title, Date, Pages. Row 1: N/A

§ 6.1.3 The Specifications: (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Table with 4 columns: Section, Title, Date, Pages. Row 1: Exhibit 1, Commercial Proposal, 12-26-2014, 2

§ 6.1.4 The Drawings: (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Table with 3 columns: Number, Title, Date. Row 1: E-A, Site Plan Engineering. Row 2: E-1, Engineering Grading Plan.

§ 6.1.5 The Addenda, if any:

Table with 2 columns: Number, Date. Row 1: N/A

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents: 1 Exhibit A, Determination of the Cost of the Work, if applicable. 2 AIA Document E201™ - 2007, Digital Data Protocol Exhibit, if completed, or the following:

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§ 4.1.4 Retainage, if any, shall be withheld as follows: N/A

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.) 1.5% Interest could be assessed to those accounts delinquent in excess of thirty days.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
3 a Final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's Final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows: (Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 21.4 of this Agreement.
Litigation in a court of competent jurisdiction.
Other: (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

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- Other documents:
1. Exhibit 1 - Commercial Proposal Kernis Park Ph. VI, Ball Fields Hardscap Completion

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service § 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Transmission of Data in Digital Form If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

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AIA Document A107™ – 2007 Exhibit A
Determination of the Cost of the Work

For the following PROJECT:
 (Name, location and brief description)
Winkler – Kemml Park Ph V Ball Fields Hardscap Completion
 1951 School St, Karnel, TX 79745

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE OWNER:
 (Name, legal status, address and other information)
 Winkler County Texas, c/o Judge Wolf & County Commissioners
 PO Drawer Y
 Karnel, TX 79745

THE CONTRACTOR:
 (Name, legal status, address and other information)
 Aquatic Recreational, Inc., c/o Steve Sparks, President
 14237 Rising Star Blvd
 Frisco, TX 75033

THE ARCHITECT:
 (Name, legal status, address and other information)
 Bannister Engineering, LLC c/o Jason Bannister
 1696 Country Club Dr
 Marsfield, TX 76063

ARTICLE A.1 CONTROL ESTIMATE

§ A.1.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3 of the Agreement, the Contractor shall prepare and submit to the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

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- § A.1.2 The Control Estimate shall include:
 1. The documents enumerated in Article 6 of the Agreement, including all Addenda thereto and the Conditions of the Contract;
 2. a list of the clarifications and assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under A.1.4, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
 3. a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee; a project schedule indicating proposed subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment requiring long-lead time, and the Owner's occupancy requirements showing portions of the Project having occupancy priority; and
 4. contingencies for further development of design and construction as requested by Section A.1.4.

§ A.1.3 The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inaccuracies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ A.1.4 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably foreseeable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ A.1.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

ARTICLE A.2 COSTS TO BE REIMBURSED

§ A.2.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be stated higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article A.2.

§ A.2.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain that approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing the Agreement.

§ A.2.2 Labor Costs

§ A.2.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.2.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
 (If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (Full-time/part-time)	Rate (\$0.00)	Rate (unit of time)

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- § A.2.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § A.2.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.2.2.
- § A.2.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any subcontractor or vendor, with the Owner's prior approval.
- § A.2.3 Subcontract Costs
 Payments made by the Contractor to subcontractors in accordance with the requirements of their subcontracts.
- § A.2.4 Costs of Materials and Equipment Incorporated in the Completed Construction
 § A.2.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
 § A.2.4.2 Costs of materials described in the preceding Section A.2.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.
 § A.2.4.3 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
 § A.2.4.3.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.
 § A.2.4.3.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.
 § A.2.4.3.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
 § A.2.4.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 § A.2.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.
 § A.2.5 Miscellaneous Costs
 § A.2.5.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverage required by the Contract Documents, with the Owner's prior approval.
 § A.2.5.2 Sales tax or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.
 § A.2.5.3 Fees and assessments for the holding permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay;

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- § A.2.5.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Article 18 of the Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of Section A.2.7.3.
- § A.2.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirements of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 9.13 of the Agreement or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.
- § A.2.5.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.
- § A.2.5.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- § A.2.5.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
- § A.2.5.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for overtime expenses incurred by employees living allowances of the Contractor's personnel required for the Work.
- § A.2.5.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.
- § A.2.7 Other Costs and Emergencies
 § A.2.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.
 § A.2.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 § A.2.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers or others.
 § A.2.8 Related Party Transactions
 § A.2.8.1 For purposes of Section A.2.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor, any entity in which any stockholder, partner or management employee of the Contractor owns any interest in excess of ten percent in the aggregate; or any parent or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
 § A.2.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article A.5. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article A.5.

ARTICLE A.3 COSTS NOT TO BE REIMBURSED

§ A.3.1 The Cost of the Work shall not include the items listed below:

- 1. Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or office other than the site office, except as specifically provided in Section A.2.2.2.

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- 2 Expenses of the Contractor's principal office and offices other than the site office;
- 3 Overhead and general expenses, except as may be expressly included in Article A.2;
- 4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- 5 Except as provided in Section A.2.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contractor;
- 6 Any cost not specifically and expressly described in Article A.2; and
- 7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE A.4 DISCOUNTS, REBATES AND REFUNDS

A.4.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

A.4.2 Amounts that accrue to the Owner in accordance with Section A.4.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE A.5 SUBCONTRACTS AND OTHER AGREEMENTS

A.5.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

A.5.2 When a Contractor has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Contractor, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may request that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

A.5.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the subcontract is awarded on a cost-plus-a-fee basis, the Contractor shall provide to the subcontractor for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.6, below.

ARTICLE A.6 ACCOUNTING RECORDS

A.6.1 The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.

A.6.2 When the Contractor believes that all the Work required by the Agreement has been fully performed, the Contractor shall deliver to the Owner's auditors a final accounting of the Cost of the Work.

A.6.3 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section A.2.1 of the Agreement have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 15.2.3 of the

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Agreement. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

A.6.4 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the dispute without a further decision of the Architect. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors shall become binding on the Contractor. Pending a final resolution of the dispute, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.

A.6.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs in connection with the correction of defective or non-conforming work as described in Article A.2, Costs to be Reimbursed, and not excluded by Article A.3, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings shall be reallocated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

West Texas Location:
1047 S. Fogler
PO Box 5154
Kermit, TX 79745
(432) 488-8743



DFW Location:
14232 Rising Star
Frisco, TX 75033
(214) 909-8561
(972) 767-3054 Fax

**COMMERCIAL PROPOSAL
for COUNTY OF WINKLER
KERMIT PARK PHASE VI BALLFIELDS HARDSCAPE - COMPLETION
KERMIT, TEXAS
Proposal issued: December 26, 2014**

This proposal issued on this 26th day of December for the price estimation of the final phase of hardscape and concrete construction at the ballfields of Winkler County Park in Kermit.
This proposal includes commercial liability, auto and worker's compensation insurance and all applicable state and local taxes.
The work performed shall have a one year (1) warranty for both labor and materials used, materials and applicable manufacturer's warranty as issued.
All pricing shall be turnkey and include materials, delivery, fuel surcharges, and installation.
Price includes bid bond, performance and payment bond. Proposal valid for 45 days.

Scope of Work to Include:

Survey Work: Site survey and stakeout will be performed by professional surveyor. Plans updated as needed.
Plans & Permits: Contractor shall provide Civil Site Plan, Landscape Architect Plans, any shop drawings as needed. Updated Storm Water Plan and signage for site provided as needed.

Preconstruction & Layout: Contractor shall perform site layout and pre-construction inspection prior to start.

Utility Location: Call Digtest for site notification of any utility company with lines at the property for which its approval to commence work shall be obtained.

Ball Park Construction per Plan:

- Deliver and install chain link fence around perimeter of field per plan
- Deliver and install visitor and home dugouts
- Deliver and install large frame backstop minimum 30' height with chain link foul ball guards
- Deliver and install bases
- Deliver and install scoreboard
- Installation of concrete walkways per plan
- Installation of ADA handicap ramps and markings per plan
- Deliver and install aluminum bleachers - placement per plan
- Deliver and install field lights per minimum wattage as needed for park size
- Deliver and install infield clay mix for fields
- Infield preparation for turkey baseball field installation per plans
- Install running lanes and field markings as required per standard field regulations.
- Complete installation of ballparks including any items referenced on plan for play.

TOTAL PROPOSAL..... 5 1,998,785

Not Included in this proposal:

- * Electric run to property and location for lights

- * Electric account setup and meters

Construction to be performed in accordance with:

- International Building Code
- National Electrical Code
- Contractor Health and Safety Plan

Bonds:

Bid Bond: Furnish a good and sufficient bid bond from a surety company authorized to do business in the State of Texas. The amount of the bond shall be five percent (5%) of the total amount of the bid.

Payment & Performance Bond:

Furnish within 10 days of bid acceptance a bond for both payment and performance. The amount of the bond shall be for the full amount (100%) of the bid.

Commercial Insurance Requirements as follows:

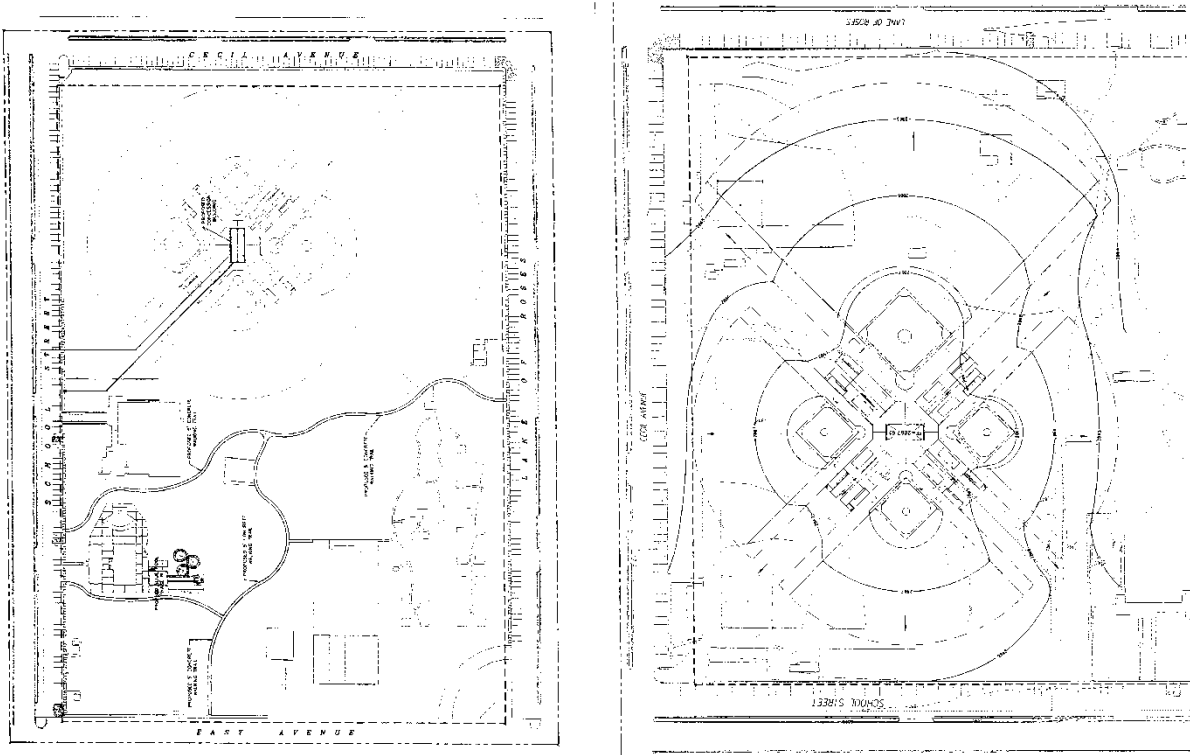
- Limits of General Liability:
- \$1,000,000 - Each Occurrence
- \$2,000,000 - General Aggregate Limit
- \$2,000,000 - Products / Completed Operations
- \$1,000,000 - Advertising / Personal Injury
- \$ 5,000 - Premises Medical Payments

Automobile Liability

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

Workers Compensation and Employers Liability

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



A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve hospital bond payment in the amount of \$618,678.13 to the Bank of New York Mellon 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 Neal to approve request of Edward Davila to use the Kermit Community Center for a Quinceñera, January 29, 30 and 31, 2016; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve disbursement of funds in the amount of \$1,000.00 to Upper Pecos Soil and Water Conservation District 213 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 Neal to approve payment in the amount of \$8,484.50 to iCaught Incorporated for ten (10) document scanners from budgeted software 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 Monthly Report of County Treasurer; which motion became an order of the Court upon the following vote:

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

WINKLER COUNTY TREASURER'S REPORT
 EULONDA EVEREST

30-Nov-14

Balances	\$ 402,827.59
REVENUE DEPOSITS	\$ 3,838,745.72
LESS RE-DEP-INSURANCE	\$ 36,381.00
LESS BANK SERVICE CHARGE	\$ 80.00
<u>Amount Paid</u>	
Accounts Payable	\$ 1,486,738.03
Payroll	\$ 223,005.74
Jury	
Fica	\$ 146,797.85
Wire Transfers-TDCJ	
Child Support	\$ 588.92
Wire Transfers-TX POOL	\$ 400,000.00
Wire Transfers-Tx Medical	
Wire-Transitional fee	\$ 9,450.00
Hosp IGT payment	\$ 113,531.17
AMOUNT TO BALANCE	\$ 1,825,000.60
	\$ 4,205,112.31
	\$ 4,205,112.31

Eulonda Everest
 Eulonda Everest, County Treasurer

STATE OF TEXAS
 COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 2ND day
 of Jan ~~2014~~ 2015

Brenda L. Barron
 Winkler County, Texas



A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$27,480.00 to Kermit Motor Co., Inc. for a 2015 Ford F150 Supercrew VIN 1FTEW1CF2FFA31038 for Sheriff's Department from budgeted capital expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve purchase of 25 Series Core Aerator – 60" Width, Model Number CA2560 in the approximate amount of \$3,094.00 to Terry County Tractor for Area II Parks from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve purchase of front deck lawn mower in the approximate amount of \$17,266.00 to Boyd Irrigation for Area II Parks from budgeted capital expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve request of Commissioner, Precinct No., 2 and Commissioner, Precinct No. 4 to purchase fertilizer in the approximate amount of \$3,120.00 and \$1,000.00 to Martin Resources in Plainview, Texas from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Amended Resolution in support of Hotel Occupancy Tax; which motion became an order of the Court upon the following vote:

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

STATE OF TEXAS §
 §
COUNTY OF WINKLER §


AMENDED RESOLUTION

WHEREAS, A bill amending Section 352.002 of the Texas Tax Code, will be proposed in the Texas Legislature allowing Winkler County to impose and collect a Hotel Occupancy Tax at a rate of **seven (7)** percent of the price paid for the room, and;

WHEREAS, The Winkler County Commissioners' Court supports the proposal of a **Bill allowing for a Hotel Occupancy Tax to be imposed and collected in the entire said county at a rate of seven (7) percent of the price paid for the room;** and

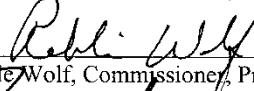
WHEREAS, The Commissioners' Court of Winkler County desires to make its support official and public has this day taken a vote in an open meeting;

THEREFORE BE IT RESOLVED that on the 22nd day of January, 2015, the Winkler County Commissioners' Court does hereby support and recommend the proposal of a Bill amending Section 352.002 of the Texas Code allowing for the imposition and collection of a Hotel Occupancy Tax for Winkler County at a rate of **seven (7)** percent of the price paid for the room.



Charles Wolf, County Judge


Billy Stevens, Commissioner, Precinct 1



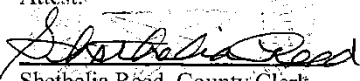
Robbie Wolf, Commissioner, Precinct 2



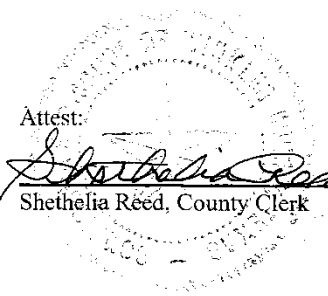
Randy Neal, Commissioner, Precinct 3



Billy Thompson, Commissioner, Precinct 4

Attest:


Shethelia Reed, County Clerk



A motion was made by Commissioner Neal and seconded by Commissioner Thompson to table request of Level 5 Design Group for changes to Winkler County Rural Health Clinic; 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 purchase of chemicals in the amount of \$4,800.00 for Winkler County Golf Course from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner 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

There were no Rural Health Clinic construction claims for the Court to approve at this time.

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

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

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
JANUARY 26, 2015**

GOLF COURSE
CAPITAL EXPENDITURES 10-230-080 \$ 11,700.00
PUMPS & WELL WORKS 10-213-081 \$ 11,700.00
AMD-PUMPS & WELL WORKS TO CAPITAL EXPENDITURES

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

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

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

**WINKLER COUNTY
BUDGET AMENDMENTS
JANUARY 26, 2015**

DATA PROCESSING
EQUIPMENT 10-240-080 \$ 8,485.00
TRANSFER FROM RESERVES 10-104-226 \$ 8,485.00
TO RECORD REV & EXP FOR COMMITTED SOFTWARE EQUIPMENT

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

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

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

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

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

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

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

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