

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 13th day of April, 2015, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Charles M. Wolf	County Judge
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

ABSENT: Billy Stevens Commissioner, Precinct No. 1

constituting a quorum of 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.

At this time bidding for Winkler County Bank Depository Contract for 2015-2019 was declared closed. Only one (1) bid was received and after bid from West Texas State Bank was opened, tabulated and compared, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to table awarding bid until Special Meeting on Friday, April 17, 2015; which motion became an order of the Court upon the following vote:

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

Judge Wolf asked at this time if any Commissioner wanted Consent Agenda item(s) moved to Discussion Agenda.

CONSENT AGENDA:

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following consent agenda items:

- (a) Park project claims
- (b) Hospital software project claims
- (c) Rural Health Clinic construction claims
- (d) Payroll
- (e) Bills over \$500.00
- (f) Claims against County

- (g) Request of Roxanne Greer, Principal of Kermit Elementary School to use the Kermit Pavilion on May 18-21, 2015 and May 26-29, 2015 for end-of-year school parties
- (h) Pipeline Construction and Indemnity Contract between Winkler County, Texas and Plains Pipeline, LP for road boring on County Road 201, for 16" crude oil pipeline and request to construct access driveway facilities on Winkler County right of way by Plains Pipeline, LP for County Road 210

County Road Number
Precinct Number

PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT

State of Texas
County of Winkler

Know now Winkler County Commissioners' Court, by and through The Honorable Charles M. Wolf, County Judge, and Plains Pipeline, LP, Applicant, which make this a contract governing the installation of a crude oil pipeline, and in support of same, the parties make the following agreement and covenant:

1. The parties to this Agreement are Winkler County, Texas and Plains Pipeline, LP. Winkler County agrees to grant Plains Pipeline, LP, Applicant, which make this a contract governing the installation of a crude oil pipeline, and in support of same, the parties make the following agreement and covenant:

2. **CONDITIONS**

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

a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and statutes, rules and regulations promulgated thereunder.

b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.

c. Applicant shall use only bore pipe or casing pipe. All polyethylene pipe shall be used.

d. The bore shall be no less than four feet (4') from the road to each side.

e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from roadway to easement.

f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's facility in the crossing area.

g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.

h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 20 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easement.

i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.

j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.

k. The Applicant shall inform its contractors of their responsibilities regarding any

County Road Number
Precinct Number

o. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.

p. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.

q. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.

r. In the case of damage to Applicant's facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.

s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.

t. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.

u. The costs associated with the location and identification of Plains Pipeline, LP pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work exceeds past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.

v. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

3. **REMEDY ON DEFAULT**

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

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

4. **FURTHER WORK**

a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to have entered into that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.

b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.

ROAD BORE (Revised March 11, 2015)

Page 2

County Road Number
Precinct Number

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

5. **LIABILITY AND INDEMNITY**

Applicant shall:

a. be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition;

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

6. **ASSIGNMENT**

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

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.

8. Plains Pipeline, LP hereby certifies that they hold superior title to either the mineral or for sample estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal title to place the pipeline upon ground adjacent to the County right of way.

9. Plains Pipeline, LP hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is approved and approved by the County after said removal.

10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, Plains Pipeline, LP agrees to reimburse the County for such expenses, attorney's fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorney's fees, costs or obligations.

11. Should Plains Pipeline, LP fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, Plains Pipeline, LP agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. Plains Pipeline, LP is obligated to pay with respect to the manner to which ultimatum is given by this contract, even the date such expenses or costs are incurred, or such sums are paid by the County.

ROAD BORE (Revised March 11, 2015)

Page 3

County Road Number
Precinct Number

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

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

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

WINKLER COUNTY

By _____
Charles M. Wolf
Winkler County Judge

Plains Pipeline, LP

By _____
Plains Pipeline, LP
Title _____
Address _____
Telephone _____
Cable/Cell Telephone _____
Fax _____
and
Universal Field Service representing
Plains Pipeline, LP
Agent: Debbie Monarch
426 N. Canal Street, # 403
Odessa, Texas 79761
Cell No. 817-991-9997

ROAD BORE (Revised March 11, 2015)

Page 4



(i) Payment in the amount of \$2,640.00 to Diamond A Ranch for caliche from budgeted lateral road funds.

**REQUEST TO CONSTRUCT ACCESS DRIVEWAY FACILITIES
ON WINKLER COUNTY RIGHT OF WAY**


The County of Winkler, State of Texas, hereinafter called the County, hereby authorizes Plains Pipeline, LP, hereinafter called the Applicant, to construct access driveway in the county right of way abutting County Road 201, in County Commissioner Precinct Number 2, as shown on the attached sketch or plat, for the purpose of ingress/egress to a _____ (type of facility).

Name of Company: Plains Pipeline, LP
Agent : Debbie Monarch Telephone Number: 817-991-9997
Comments: Universal Field Service is representing Plains Pipeline, LP

1. The Applicant hereby agrees to comply with the terms and conditions set forth in this permit for an access driveway on the county road right of way.
2. All construction and materials shall be subject to inspection and approval by the County Commissioner or Commissioners' Designee.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Applicant, and the County reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the county road. Change in design will be made only with the written approval of the County.
4. The Applicant shall hold harmless and defend the County and it's duly appointed agents and employees against any action for personal injury or property damage
5. Except for regulatory and guide signs at county roads, the Applicant shall not erect any sign on or extending over any portion of the county right of way, and vehicle service fixtures such as fuel pumps, vendor stands or tanks shall be located at least twelve (12)

- feet from the right of way line to ensure that any vehicle services from these fixtures will not be in the county right of way.
6. The County reserves the right to require a new access driveway permit in the event of a material change in driveway traffic volume or vehicle types.
 7. This permit will become null and void if the above referenced driveway facilities are not constructed within ninety (90) days from the issuance date of this permit.
 8. Applicant shall have all underground utilities marked by contacting Texas Excavation Safety System at Dig-Tess (800) 344-8377 prior to installation. Installation will not occur unless markers are present.
 9. Applicant agrees to repair county road to the same condition as existed prior to commencement of the work on the roadway. Said driveway access will be paved with asphalt by applicant and signage put in place to advise vehicles to stop before entering county road.
 10. Applicant will indemnify County against all losses, damages, liabilities, expenses or cost incurred or made by County as the necessary result of actions, suits or proceedings from any negligence in the performance of work in connection herewith for any defect in the roadway as a result of the work done by Applicant or its agents, employees and assigns.
 11. In the event it becomes necessary after the date of this agreement for the said County roadway to be widened, Applicant will indemnify County for all expenses and costs in connection therewith for adjusting, lowering, deepening and casing said driveway in the County roadway.
 12. In the event that any of the cut sections of the identified County road should sink or drop within a five (5) year period after that above-mentioned repair of such section, the Applicant will indemnify County for all costs incurred in connection with the adjustment and repair of such damaged sections.
 13. It is further understood that no work will be done under this permit until written approval from the County has been received by the Applicant, and that the offices of the Winkler County Judge and the County Commissioner Precinct Number 2 be advised twenty-four (24) hours prior to the beginning of work covered by this application.

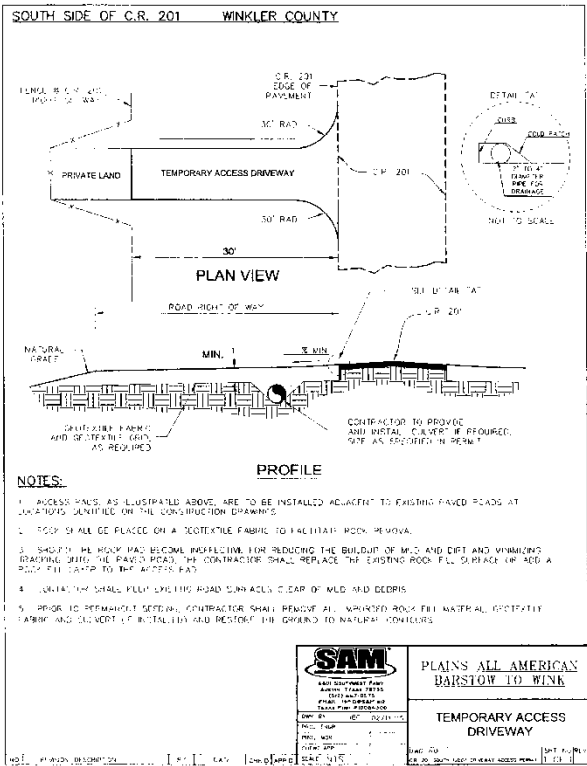
Witness our hands this _____ day of _____, 20____


Debbie Monarch, APPLICANT
Universal Field Service representing Plains Pipeline, LP
620 N Grant Street, # 403
Odessa, Texas 79761
ADDRESS
817-991-9997
APPLICANT TELEPHONE

BY: _____ AGENT

This Application was presented to the Winkler County Commissioners' Court on the day of _____, 20____, and was Approved or Denied as reflected in the Minutes of said meeting.

Charles M. Wolf
Winkler County Judge



The Court received reports from James Everett, Chief Paramedic, regarding the Emergency Medical Service, Charles M. Wolf, County Judge, regarding the golf course, Rosa Parker, Clerk, regarding probation activities, Dena Floyd, Extension Agent – Agriculture, regarding 4-H activities and Robin Hawkins, Director, regarding activities at the Senior Citizens Recreation Center.



Winkler County E.M.S.

1310 Bellaire Drive, Kermit, TX 79745

Ph. (432) 586-2055 fax (432) 586-2805



Patient Log for January 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
32	5	11	0	1	3	0	5
2K / 3C							

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
17	1	0	0	4	4
A 1 Hospital 2 Simultaneous 2 Lubbock					

Totals				
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients
57	18	75	8	92

51 EMS Employee Hours worked in ER

Totals up to January 31st 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
32	5	11	0	1	3	0	5
2K / 3C							

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
17	1	0	0	4	4
A 1 Hospital 2 Simultaneous 2 Lubbock					

Totals				
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients
57	18	75	8	92

51 EMS Employee Hours worked in ER



Winkler County E.M.S.

1310 Bellaire Drive, Kermit, TX 79745

Ph. (432) 586-2055 fax (432) 586-2805



Patient Log for February 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
27	4	17	3	7	3	0	5
5C							

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
18	0	0	0	3	1
All Hospital Lubbock					

Totals				
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients
66	18	84	12	104

32 EMS Employee Hours worked in ER

Totals up to February 28th 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
59	9	28	3	8	0	0	10
2K / 8C							

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
35	1	0	0	7	5
All Hospital 2 Simultaneous 3 Lubbock					

Totals				
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients
123	36	159	20	196

83 EMS Employee Hours worked in ER



Winkler County E.M.S.

1310 Bellaire Drive, Kermit, TX 79745

Ph. (432) 586-2055 fax (432) 586-2805



Patient Log for March 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
58	2	12	1	1	2	0	6
2K / 1C / 3L							

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
14	7	1	0	6	6
3 Hospital 3 EMS 1 Lubbock					

Totals				
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients
84	22	106	9	123

40 EMS Employee Hours worked in ER

Totals up to March 31st 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
117	11	26	4	9	8	0	16
4K / 5C / 3L							

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
49	8	1	0	10	6
7 Hospital 2 Simultaneous 4 Lubbock					

Totals				
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients
207	58	265	29	319

123 EMS Employee Hours worked in ER

Winkler County Senior Center report;

In January we started off with a trip to Odessa for shopping, eating and more, six went with me. The jamboree was on the twelfth and we served stew and cornbread, also had a good crowd. We did crafts on the thirteenth painted crosses.

In February we decided to go to Midland on the third for our outing, we had seven that day, lots of fun. Then off to Midland again to see the "Adams Family" at the MCTon the eighth, five traveled with me that day. Jamboree was on the ninth a small crowd but the weather was bad that morning. The kids from Roseland Daycare came on the twelfth to bring the pennies that they collected and eat lunch with us, what a treat. I was sick the day of crafts so we made up for it in March.

In the month of March we went to Odessa on the third, we had four that trip but still had a good time eating and shopping. Jamboree on the ninth we served chili dogs and nachos. Craft day on the twenty-fourth and we made picture frames.

Every month we have a home cooked meal on Friday and the girls from Hands of Compassion take our blood pressure and blood sugar. When we have four or more we play cards or dominos every day after lunch. We also do exercise by video on Wednesdays and Thursdays.



WINKLER COUNTY GOLF COURSE

2015 Rounds of Golf

	Member Rounds	Guest Rounds	Total
January	223	43	266
February	319	108	427
March	410	483	893

2014 Rounds of Golf

	Member Rounds	Guest Rounds	Total
January	312	40	352
February	356	105	461
March	330	502	832

WINKLER COUNTY
JUVENILE PROBATION REPORT

Submitted April 2, 2015

JUVENILES SERVED

	JANUARY	FEBRUARY	MARCH
Probation	7	6	6
Deferred Prosecution	1	3	2
CRFL	9	9	10
Placement	2	3	4
TOTAL:	21	21	22

OFFICER CONTACT

	JANUARY	FEBRUARY	MARCH
Office Visit's	45	48	48
Home Visit's	8	10	11
School Visit's	5	6	10
Placement Visit's	1	1	1
TOTAL:	62	65	70

JUVENILE REFERRALS

	JANUARY	FEBRUARY	MARCH
Police Dept.	4	3	3
Sheriff's Dept.	0	0	0
Wink PD	0	0	0
JP Court	0	0	0
TOTAL:	4	3	3

COURT PROCEEDINGS

	JANUARY	FEBRUARY	MARCH
Detention	3	0	5
Adjudication	0	0	1
Modification	1	1	2
TOTAL:	4	1	7

(Resulted in: 3 trips to Midland, 5 trips to Post & 1 trip to Pt. Worth)

OUT OF HOME PLACEMENTS

	JANUARY	FEBRUARY	MARCH
Hay's County Boot Camp	2	2	2
Golf Coast Trades Center	1	1	0
REED Adolescent Center	0	0	1
Gauche County	0	0	1
TOTAL:	2	3	4

(Resulted in: 1 trip to San Marcos, 1 trip to Plainview & 1 trip to Post)

SERVICES PROVIDED

	JANUARY	FEBRUARY	MARCH
Anger Mgmt.	1	1	1
Electronic Monitor	0	0	2
TOTAL:	1	1	3

(All services paid by probationer)

Submitted by:

ERIC R. DE ANDA
Eric R. De Anda
Chief Juvenile Probation Officer

D-360

TEXAS AGRICULTURE EXTENSION SERVICE

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

Name: Diana Floyd

County: Winkler and Loving

Month: March 2015

Title: CEA - Ag/NR

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
03/02/15	Put stock show bankers together for Houston and Agri and let families know they need to be picked up			
03/03/15	Children meeting with US Agents to plan a Regional theme "101" workshop in Midland at the Horseshoe			
03/04/15	Livestock Association Meeting to talk about changes needing to be made at stock show, and storage of the new set of pens at the Expo			
03/05/15	Held 4-H Textiles Project Meeting with 3 4-Hers and 2 Adults in attendance			
03/05/15	Held a 4-H Meeting with 5 4-Hers and 3 Adults in attendance			
03/06/15	Met with Andrews and Ward County Agents at the "OT Ranch with Rust" Meeting to plan the Wildlife Appreciation Clinics to be held in April	30		
03/12 to 03/17	One 4-H family shared location - weekend stock show exhibiting a goat, a lamb, and a dog with the pig making the sale in a fair place not			
03/17/15	Started second round of Egg to Chicks in the Classroom at Kennel Secondary (First time we have done eggs since)			
03/18/15	Showing Sports Alike Lease: Meeting with 5 in Attendance, decided to start showing project up to 16 now shows a come in			
03/19/15	Helped the TASA (Texas Leadership Educators Assoc. Dist Chapter) judge their scholarship assignments. Held 4-H Textiles project meeting with 3 4-Hers attending and 2 adults			
03/20/15	Met with Winkler Textiles teachers about getting Egg to Chicks started. Meets with 4-H family arrived at Austin State of Texas to exhibit 1 hog, loaded up with the place			
03/23/15	Attended online meeting to coordinate to plan project a Horse 101 workshop. Started an live age 4th grade that will welcome in last entry 4-H family at Expo. Instead of flying in or on phone			
03/25/15	Attended Online Training on "Managing a County Program"			
03/26/15	Attended an online Webinars webinar for Extension Employees			
03/27/15	Attended online 4-H updates session. Seeing project meeting with 5 in attendance. wrote the first of County Office person vehicle			
GRAND TOTAL OF MILEAGE, MEALS AND LODGING				
Other Expenses (list):				

I hereby certify that this is a true and correct report of activities, travel and other expenses incurred in the performance of official duties for the month shown.

County Extension Agent Signature

[illegible][illegible]

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of District Clerk to accept quote of KOFILE Preservation in the amount of \$290,763.00 from committed funds for records management and preservation; which motion became an order of the Court upon the following vote:

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



Winkler County

Kermit Pool/ Spray Park

Opening day June 9, 2015, Closing day August 9, 2015

Closed on Monday's & Tuesday's

Wednesday-Sunday: 1pm-5:30 pm

Adults: \$2.00, Child/Student: \$1.00

Height requirement for slide is 48" and will be enforced.

Wink Splash Park

Opening day May 30, 2015, Closing day August 9, 2015

Closed on Wednesday's

Monday, Tuesday, Thursday through Sunday 1pm-6pm

No Entry Fee

On behalf of Winkler County, have a safe and happy summer!

Pool Party Guidelines

For Swimming Pools and Splash Parks

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

Approved in Commissioners' Court on April 13, 2015

Rules



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

Signature and Date: _____

Approved in Commissioners' Court on April 13, 2015

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Resolution amendment for West Texas Regional Transportation Authority ("WTRTA"); which motion became an order of the Court upon the following vote:

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

04-13-2015

(1) obtain any required authorizations under Subchapter G, Chapter 27, and Subchapter N, Chapter 36; and

(2) comply with the terms of the water right holder's water right (A permit described by Subsection (a) must be for only the duration of the pilot project to provide the commission and the board further opportunity to evaluate the storage of appropriated water in aquifers for subsequent retrieval and beneficial use).

(c) This section does not preclude the commission from considering an aquifer storage and recovery project to be a component of a project permitted under this chapter that is not required to be based on the continuous availability of historic, normal stream flow (At the conclusion of a pilot project, a permit holder may file an appropriate application for a permit or permit amendment. After considering the success of the project and the criteria set out in Section 27-154, the commission shall determine whether to issue a permit or permit amendment authorizing the continued storage of appropriated water in the aquifer).

SECTION 2. Chapter 27, Water Code, is amended by adding Subchapter G to read as follows:

SUBCHAPTER G. AQUIFER STORAGE AND RECOVERY PROJECTS

Sec. 27-151. DEFINITIONS. In this subchapter:

(1) "Aquifer storage and recovery project" means a

project involving the injection of water into a geologic formation for subsequent recovery and beneficial use.

(2) "ASR injection well" means a well used for the injection of water into a geologic formation as part of an aquifer storage and recovery project.

(3) "ASR recovery well" means a well used for the recovery of water from a geologic formation as part of an aquifer storage and recovery project.

(4) "Project operator" means a person holding an authorization under this subchapter to undertake an aquifer storage and recovery project.

Sec. 27-152. JURISDICTION. The commission has exclusive jurisdiction over the regulation and permitting of ASR injection wells.

Sec. 27-153. AUTHORIZATION FOR USE OF CLASS V INJECTION WELLS. (a) The commission may authorize the use of a Class V injection well as an ASR injection well:

(1) by rule;

(2) under an individual permit; or

(3) under a general permit.

(b) In adopting a rule or issuing a permit under this section, the commission shall consider:

(1) whether the injection of water will comply with the standards set forth under the federal Safe Drinking Water

Act (42 U.S.C. Section 300f et seq.);

(2) the extent to which the cumulative volume of water injected for storage in the receiving geologic formation can be successfully recovered from the geologic formation for beneficial use, taking into account that injected water may be commingled to some degree with groundwater native to the receiving geologic formation;

(3) the effect of the aquifer storage and recovery project on existing water wells; and

(4) the potential for groundwater quality degradation.

(c) All wells associated with a single aquifer storage and recovery project must be located within a continuous perimeter boundary of one parcel of land, or two or more ~~contiguous~~ parcels of land under common ownership, lease, joint operating agreement, or contract.

(d) The commission by rule shall provide for public notice and comment on a proposed general permit authorized under this section. The commission shall require an applicant for an individual permit authorized under this section to provide notice of the application by first class mail to any groundwater conservation district in which the wells associated with the aquifer storage and recovery project will be located and by publishing notice in a newspaper of general circulation in the

county in which the wells will be located.

Sec. 27-154. TECHNICAL STANDARDS. (a) The commission shall adopt technical standards governing the approval of the use of a Class V injection well as an ASR injection well.

(b) The commission shall limit the volume of water that may be recovered by an aquifer storage and recovery project to an amount that does not exceed the amount of water injected under the project. If the commission determines that the proposed injection of water into a geologic formation will result in a loss of injected water or native water from the formation, the commission shall impose additional restrictions on the amount of water that may be recovered to account for the loss. The commission may not deny a permit based on a determination that a loss described by this subsection will occur.

(c) The commission by rule shall prescribe construction and completion standards and metering and reporting requirements for ASR injection wells and ASR recovery wells, including for an ASR injection well that also serves as an ASR recovery well.

(d) The commission may not adopt or enforce groundwater quality protection standards for the quality of water injected into an ASR injection well that are more stringent than applicable federal standards.

Sec. 27-155. REPORTING OF INJECTION AND RECOVERY VOLUMES.

(a) A project operator shall install a meter on each ASR injection well and ASR recovery well associated with the aquifer storage and recovery project.

(b) Each calendar month, the project operator shall provide to the commission a written or electronic report showing for the preceding calendar month the volume of water:

- (1) injected for storage; and
- (2) recovered for beneficial use.

Sec. 27.156. REPORTING OF WATER QUALITY DATA. A project operator shall:

(1) perform water quality testing annually on water to be injected into a geologic formation and water recovered from a geologic formation as part of the aquifer storage and recovery project; and

(2) provide the results of the testing described by Subdivision (1) in written or electronic form to the commission.

Sec. 27.157. OTHER LAWS NOT AFFECTED. (a) This subchapter does not affect the ability to regulate an aquifer storage and recovery project as authorized under:

- (1) Chapter 626, Acts of the 73rd Legislature, Regular Session, 1993, for the Edwards Aquifer Authority;
- (2) Chapter 8601, Special District Local Laws Code, for the Harris Galveston Subsidence District;
- (3) Chapter 8834, Special District Local Laws Code,

for the Fort Bend Subsidence District; or

(4) Chapter 8802, Special District Local Laws Code, for the Barton Springs-Edwards Aquifer Conservation District.

(b) This subchapter does not affect the authority of the commission regarding:

(1) recharge projects in certain portions of the Edwards underground reservoir under Sections 11.023(c) and (d); or

(2) injection wells that transect or terminate in certain portions of the Edwards Aquifer under Section 27.036.

SECTION 3. Chapter 36, Water Code, is amended by adding Subchapter N to read as follows:

SUBCHAPTER N. AQUIFER STORAGE AND RECOVERY PROJECTS

Sec. 36.431. DEFINITIONS. In this subchapter, "aquifer storage and recovery project," "ASR injection well," "ASR recovery well," and "project operator" have the meanings assigned by Section 27.151.

Sec. 36.432. REGISTRATION AND REPORTING OF WELLS. (a) A project operator shall:

(1) register the ASR injection wells and ASR recovery wells associated with the aquifer storage and recovery project with any district in which the wells are located;

(2) each calendar month by the deadline established by the commission for reporting to the commission, provide the

district with a copy of the written or electronic report required to be provided to the commission under Section 27.155; and

(3) annually by the deadline established by the commission for reporting to the commission, provide the district with a copy of the written or electronic report required to be provided to the commission under Section 27.156.

(b) If an aquifer storage and recovery project recovers an amount of groundwater that exceeds the volume authorized by the commission to be recovered under the project, the project operator shall report to the district the volume of groundwater recovered that exceeds the volume authorized to be recovered.

Sec. 36.434. PERMITTING, SPACING, AND PRODUCTION REQUIREMENTS. (a) Except as provided by Subsection (b), a district may not require a permit for the drilling, equipping, operation, or completion of an ASR injection well or an ASR recovery well.

(b) The ASR recovery wells that are associated with an aquifer storage and recovery project are subject to the spacing and production requirements of the district if the amount of groundwater recovered from the wells exceeds the volume authorized by the commission to be recovered under the project. The production requirements of the district apply only to the portion of the volume of groundwater recovered from the ASR

recovery wells that exceeds the volume authorized by the commission to be recovered.

Sec. 36.434. FEES AND SURCHARGES. (a) A district may not assess a production fee or a transportation or export fee or surcharge for groundwater recovered from an ASR recovery well, except to the extent that the amount of groundwater recovered under the aquifer storage and recovery project exceeds the volume authorized by the commission to be recovered.

(b) A district may assess a well registration fee or other administrative fee for an ASR recovery well in the same manner that the district assesses such a fee for other wells registered with the district.

Sec. 36.455. DESIRED FUTURE CONDITIONS. A district may consider hydrogeologic conditions related to the injection and recovery of groundwater as part of an aquifer storage and recovery project in the planning for and monitoring of the achievement of a desired future condition for the aquifer in which the wells associated with the project are located.

Sec. 36.456. OTHER LAWS NOT AFFECTED. This subchapter does not affect the ability to regulate groundwater as authorized under:

- (1) Chapter 626, Acts of the 73rd Legislature, Regular Session, 1993, for the Edwards Aquifer Authority;
- (2) Chapter 8801, Special District Local Laws Code,

for the Harris-Galveston Subsidence District;

(3) Chapter 8834, Special District Local Laws Code, for the Fort Bend Subsidence District; or

(4) Chapter 8802, Special District Local Laws Code, for the Barton Springs-Edwards Aquifer Conservation District.

SECTION 4. The following sections of the Water Code are repealed:

- (1) Sections 11.152(d) and (e);
- (2) Section 11.154; and
- (3) Section 11.155.

The following section of the Water Code is amended:

(1) Section 11.142, Water Code, is amended by adding Subsection (e) to read as follows:

(e) Without obtaining a permit, a person may construct a dam or reservoir or maintain an existing reservoir with each reservoir storing less than 200 acre-feet of water on average in any 12-month period, as part of a system designed to recharge an underground freshwater aquifer. Only storm water or floodwater, but not the normal or ordinary flow of a stream or watercourse, may be diverted under this exemption for this recharge purpose. Water diverted under this Subsection is no longer classified as storm water or floodwater, but is considered percolating groundwater.

SECTION 5. Not later than May 1, 2016, the Texas Commission on Environmental Quality shall adopt rules to implement Section 11.143, Water Code, as amended by this Act.

and Subchapter G, Chapter 27, Water Code, as added by this Act.

SECTION 6. This Act takes effect immediately if it receives a vote of two thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2015.

The Court heard presentation of Annual Audit of County Jail's Commissary Operations and Inmate Trust Account for period of January 01, 2014 to December 31, 2014.

WINKLER COUNTY, TEXAS
Office of the County Auditor

P.O. Drawer O
Kermit TX 79745

TELEPHONE (432)586-3161
FAX (432)586-3223

JEANNA WILLHELM
COUNTY AUDITOR
RENEE TREADWELL
ASSISTANT AUDITOR
BRENDA BARRON
ASSISTANT AUDITOR

Memo to: Sheriff George Keely
Monty Egger

February 6, 2014

Memo from: Renee Treadwell
Assistant Auditor

On February 6, 2014 a review was completed of the receipts and disbursements of the Inmate and Commissary accounts for the month of January 2014.

The beginning balance in the Inmate Account on December 31, 2013 is \$9,701.44. The Inmate Account indicated receipts in the amount of \$15,970.75, same as deposits. Disbursements were as follows: \$5,143.49 was released to inmates; \$5,469.28 was the amount of inmate commissary items purchased; \$4,950.00 paid to Sheriff and \$4,050.00 was paid to GTL for phone cards. Check numbers 14643 thru 14688 were written in the amount of \$19,612.77. Check number 14302 in the amount of \$314.29 was added back from the outstanding list and disbursed with new check number. The reconciled bank balance in the Inmate Account on January 31, 2014 was \$6,373.71. The balance shown in the inmate funds as of January 31, 2014 is \$5,351.42 from the Prior Month Balance Report, a difference of \$43.99.

I verified the phone card daily sheet with the inmate sales for the month of January. 409 cards were issued, according to the Commissary Transaction Report 309 cards were sold.

The beginning balance in the Commissary Account December 31, 2013 is \$12,824.34. Commissary account check numbers 4837 thru 4857 were written in the amount of \$8,371.62 for food, postage, sundries, sales tax, and miscellaneous. Deposits for the month total \$3,469.28. The reconciled bank balance in the Commissary Account on January 31, 2014 was \$9,922.00.

The Commissary Sales Report had no discrepancies in the monthly sales report in comparison to the weekly sales report for the month, the sales difference was in the amount of \$99.53. Indigent Stamp charged but not disbursed by check for the month is \$5.34.

A check from the Bureau of Prisoners was deposited in the Inmate Account in the amount of \$110.98, the inmate is not in our facility. This money needs to be refunded when the inmate is located.

Thank you for your help in this review, it's a pleasure working with you and your staff.

Renee Treadwell
Renee Treadwell, Assistant Auditor

WINKLER COUNTY, TEXAS
Office of the County Auditor

P.O. Drawer O
Kermit TX 79745

TELEPHONE (432)586-3161
FAX (432)586-3223

JEANNA WILLHELM
COUNTY AUDITOR
RENEE TREADWELL
ASSISTANT AUDITOR
BRENDA BARRON
ASSISTANT AUDITOR

Memo to: Sheriff George Keely
Monty Egger

March 5, 2014

Memo from: Renee Treadwell
Assistant Auditor

On March 5, 2014 a review was completed of the receipts and disbursements of the Inmate and Commissary accounts for the month of February 2014.

The beginning balance in the Inmate Account on January 2014 is \$6,373.71. The Inmate Account indicated receipts in the amount of \$15,011.82, same as deposits. Disbursements were as follows: \$4,375.15 was released to inmates; \$7,608.77 was the amount of inmate commissary items purchased; \$1,650.00 paid to Sheriff and \$1,350.00 was paid to GTL for phone cards. Check numbers 14689 thru 14735 were written in the amount of \$15,183.92. Check number 14667 in the amount of \$314.29 was added back from the outstanding list and disbursed with new check number. The reconciled bank balance in the Inmate Account on February 28, 2014 was \$6,515.90. The balance shown in the inmate funds as of February 28, 2014 is \$2,909.27 from the Prior Month Balance Report, a difference of \$23.00.

I verified the phone card daily sheet with the inmate sales for the month of February. 439 cards were issued, according to the Commissary Transaction Report 442 cards were sold. Three cards were sold and returned.

The beginning balance in the Commissary Account January 31, 2014 is \$9,922.00. Commissary account check numbers 4858 thru 4871 were written in the amount of \$3,636.13 for food, postage, sundries, sales tax, and miscellaneous. Deposits for the month total \$7,685.80. The reconciled bank balance in the Commissary Account on February 28, 2014 was \$13,971.67.

The Commissary Sales Report had no discrepancies in the monthly sales report in comparison to the weekly sales report for the month, the sales difference was in the amount of \$2.68. Indigent Stamp charged but not disbursed by check for the month is \$5.31.

A check from the Bureau of Prisoners was deposited in the Inmate Account in the amount of \$110.98, the inmate is not in our facility. This money needs to be refunded when the inmate is located. Jose Venegas was released and a check needs to be written in the amount of \$94.48.

Thank you for your help in this review, it's a pleasure working with you and your staff.

Renee Treadwell
Renee Treadwell, Assistant Auditor

WINKLER COUNTY, TEXAS
Office of the County Auditor

P.O. Drawer O
Kermit TX 79745

TELEPHONE (432)586-3161
FAX (432)586-3223

JEANNA WILLHELM
COUNTY AUDITOR
RENEE TREADWELL
ASSISTANT AUDITOR
BRENDA BARRON
ASSISTANT AUDITOR

Memo to: Sheriff George Keely
Monty Egger

April 10, 2014

Memo from: Renee Treadwell
Assistant Auditor

On April 10, 2014 a review was completed of the receipts and disbursements of the Inmate and Commissary accounts for the month of March 2014.

The beginning balance in the Inmate Account on February 2014 is \$6,515.90. The Inmate Account indicated receipts in the amount of \$16,106.03, same as deposits. Disbursements were as follows: \$5,283.19 was released to inmates; \$7,699.35 was the amount of inmate commissary items purchased; \$1,650.00 paid to Sheriff and \$1,350.00 was paid to GTL for phone cards. Check numbers 14732 thru 14783 were written in the amount of \$14,839.54. The reconciled bank balance in the Inmate Account on March 31, 2014 was \$7,642.39. The balance shown in the inmate funds as of March 31, 2014 is \$5,778.51 from the Prior Month Balance Report, a difference of \$19.57.

I verified the phone card daily sheet with the inmate sales for the month of March. 396 cards were issued, according to the Commissary Transaction Report 396 cards were sold.

The beginning balance in the Commissary Account February 28, 2014 is \$13,971.67. Commissary account check numbers 4872 thru 4880, 4882 were written in the amount of \$2,833.01 for food, postage, sundries, sales tax, and miscellaneous. Deposits for the month total \$7,669.35. The reconciled bank balance in the Commissary Account on March 31, 2014 was \$18,818.31.

The Commissary Sales Report had no discrepancies in the monthly sales report in comparison to the weekly sales report for the month, the sales difference was in the amount of \$68.49. Indigent Stamp charged but not disbursed by check for the month is \$8.21.

A check from the Bureau of Prisoners was deposited in the Inmate Account in the amount of \$110.98, the inmate is not in our facility. This money needs to be refunded when the inmate is located. Jose Venegas was released and a check needs to be written in the amount of \$94.48.

Thank you for your help in this review, it's a pleasure working with you and your staff.

Renee Treadwell
Renee Treadwell, Assistant Auditor

WINKLER COUNTY, TEXAS
Office of the County Auditor

P.O. Drawer O
Kermit TX 79745

TELEPHONE (432)586-3161
FAX (432)586-3223

JEANNA WILLHELM
COUNTY AUDITOR
RENEE TREADWELL
ASSISTANT AUDITOR
BRENDA BARRON
ASSISTANT AUDITOR

Memo to: Sheriff George Keely
Monty Egger

May 6, 2014

Memo from: Renee Treadwell
Assistant Auditor

On May 6, 2014 a review was completed of the receipts and disbursements of the Inmate and Commissary accounts for the month of April 2014.

The beginning balance in the Inmate Account on March 2014 is \$7,642.39. The Inmate Account indicated receipts in the amount of \$25,203.06, same as deposits. Disbursements were as follows: \$8,404.01 was released to inmates; \$8,719.23 was the amount of inmate commissary items purchased; \$3,300.00 paid to Sheriff and \$2,739.00 was paid to GTL for phone cards. Check number 14706 was released with check number 14813 in the amount of \$109.72. Check was written in the amount of \$636.70 to escheat funds for 2013. Check numbers 14790 thru 14849 were written in the amount of 23,123.24. The reconciled bank balance in the Inmate Account on April 30, 2014 was \$10,462.63. The balance shown in the inmate funds as of April 30, 2014 is \$8,656.88 from the Prior Month Balance Report, a difference of \$18.04.

I verified the phone card daily sheet with the inmate sales for the month of April. 441 cards were issued, according to the Commissary Transaction Report 441 cards were sold.

The beginning balance in the Commissary Account March 2014 is \$18,818.01. Commissary account check numbers 4881 thru 4912 were written in the amount of \$13,554.07 for food, postage, sundries, sales tax, and miscellaneous. Deposits for the month total \$9,176.58. The reconciled bank balance in the Commissary Account on April 30, 2014 was \$14,669.32.

The Commissary Sales Report had no discrepancies in the monthly sales report in comparison to the weekly sales report for the month, the sales difference was in the amount of \$3.24. Indigent Stamp charged but not disbursed by check for the month is \$3.82.

A check from the Bureau of Prisoners was deposited in the Inmate Account in the amount of \$110.98, the inmate is not in our facility. This money needs to be refunded when the inmate is located. Jose Venegas was released and a check needs to be written in the amount of \$94.48. Oscar Quiñones received \$20.00 and Gerardo Velazco received \$100.00 that was not deposited. Deposit on April 4, 2014 was \$30.00 short.

Thank you for your help in this review, it's a pleasure working with you and your staff.

Renee Treadwell
Renee Treadwell, Assistant Auditor

WINKLER COUNTY, TEXAS
Office of the County Auditor

P.O. Drawer O
Kerritt TX 79745

TELEPHONE (432)586-3161
FAX (432)586-3223

JEANNA WILLIHELM
COUNTY AUDITOR
RENEE TREADWELL
ASSISTANT AUDITOR
BRENDA HARRISON
ASSISTANT AUDITOR

Memo to: Sheriff George Keely
Monty Egger

June 6, 2014

Memo from: Renee Treadwell
Assistant Auditor

On June 6, 2014 a review was completed of the receipts and disbursements of the Inmate and Commissary accounts for the month of May 2014.

The beginning balance in the Inmate Account on April 2014 is \$10,462.63. The Inmate Account indicated receipts in the amount of \$16,908.71, same as deposits. Disbursements were as follows: 6,368.41 was released to inmates; \$5,766.24 was the amount of inmate commissary items purchased; \$1,650.00 paid to Sheriff and \$1,350.00 was paid to GTL for phone cards. Account was debited for deposits being short in the amount of \$159.89, \$78.00 was on the new deposit and Monty has \$20.00 in envelope deposited in June and bank is researching the money order in the amount of \$109.89. The account was debited \$95.91 for check purchase. Check numbers 14850 thru 14990 were written in the amount of \$15,134.65. The reconciled bank balance in the Inmate Account on May 31, 2014 was \$11,941.98. The balance shown in the inmate funds as of May 31, 2014 is \$9,113.01 from the Prior Month Balance Report, a difference of \$ 84.

I verified the phone card daily sheet with the inmate sales for the month of May; 460 cards were issued; according to the Commissary Transaction Report 460 cards were sold.

The beginning balance in the Commissary Account April 30, 2014 is \$14,460.32. Commissary account check numbers 4914 thru 4930 were written in the amount of \$3,891.28 for food, postage, sundries, sales tax, and miscellaneous. Deposits for the month total \$5,766.24. The reconciled bank balance in the Commissary Account on May 31, 2014 was \$16,425.28.

The Commissary Sales Report had no discrepancies in the monthly sales report in comparison to the weekly sales report for the month, the sales difference was in the amount of \$41.30. Indigent Stamp charged but not disbursed by check for the month is \$3.88.

A check from the Bureau of Prisoners was deposited in the Inmate Account in the amount of \$110.98; the inmate is not in our facility. This money needs to be refunded when the inmate is located. Jose Voregat was released and a check needs to be written in the amount of \$94.48. Oscar Quirores received \$20.00 and Gerardo Velazco received \$100.00 that was not deposited. Jesse Johns account was debited \$3.25 for shower shoes and needs to be paid to Commissary Account

Thank you for your help in this review; it's a pleasure working with you and your staff.

Renee Treadwell
Renee Treadwell, Assistant Auditor

WINKLER COUNTY, TEXAS
Office of the County Auditor

P.O. Drawer O
Kerritt TX 79745

TELEPHONE (432)586-3161
FAX (432)586-3223

JEANNA WILLIHELM
COUNTY AUDITOR
RENEE TREADWELL
ASSISTANT AUDITOR
BRENDA HARRISON
ASSISTANT AUDITOR

Memo to: Sheriff George Keely
Monty Egger

July 7, 2014

Memo from: Renee Treadwell
Assistant Auditor

On July 7, 2014 a review was completed of the receipts and disbursements of the Inmate and Commissary accounts for the month of June 2014.

The beginning balance in the Inmate Account on May 2014 is \$11,941.98. The Inmate Account indicated receipts in the amount of \$17,188.81, same as deposits. Disbursements were as follows: \$10,720.62 was released to inmates; \$6,952.15 was the amount of inmate commissary items purchased; \$0.00 paid to Sheriff and \$0.00 was paid to GTL for phone cards. The post office is researching the money order in the amount of \$100.00. Check numbers 14899, 14901 thru 14952 were written in the amount of \$17,672.77. The reconciled bank balance in the Inmate Account on June 30, 2014 was \$11,458.02. The balance shown in the inmate funds as of June 30, 2014 is \$4,080.51 from the Prior Month Balance Report, a difference of \$ 89.

I verified the phone card daily sheet with the inmate sales for the month of June; 405 cards were issued; according to the Commissary Transaction Report 405 cards were sold.

The beginning balance in the Commissary Account May 31, 2014 is \$16,425.28. Commissary account check numbers 4931 thru 4945 were written in the amount of \$5,990.55 for food, postage, sundries, sales tax, and miscellaneous. Deposits for the month total \$6,952.15. The reconciled bank balance in the Commissary Account on June 30, 2014 was \$17,426.88.

The Commissary Sales Report had no discrepancies in the monthly sales report in comparison to the weekly sales report for the month, the sales difference was in the amount of \$2.95. Indigent Stamp charged but not disbursed by check for the month is \$3.27.

A check from the Bureau of Prisoners was deposited in the Inmate Account in the amount of \$110.98; the inmate is not in our facility. This money needs to be refunded when the inmate is located.

Thank you for your help in this review; it's a pleasure working with you and your staff.

Renee Treadwell
Renee Treadwell, Assistant Auditor

WINKLER COUNTY, TEXAS
Office of the County Auditor

P.O. Drawer O
Kerritt TX 79745

TELEPHONE (432)586-3161
FAX (432)586-3223

JEANNA WILLIHELM
COUNTY AUDITOR
RENEE TREADWELL
ASSISTANT AUDITOR
BRENDA HARRISON
ASSISTANT AUDITOR

Memo to: Sheriff George Keely
Monty Egger

August 12, 2014

Memo from: Renee Treadwell
Assistant Auditor

On August 12, 2014 a review was completed of the receipts and disbursements of the Inmate and Commissary accounts for the month of July 2014.

The beginning balance in the Inmate Account on June 2014 is \$11,418.02. The Inmate Account indicated receipts in the amount of \$12,026.21, same as deposits. Disbursements were as follows: \$3,843.04 was released to inmates; \$6,426.62 was the amount of inmate commissary items purchased; \$4,950.00 paid to Sheriff and \$4,050.00 was paid to GTL for phone cards. Check numbers 14951 thru 15069 were written in the amount of 18,269.66. The reconciled bank balance in the Inmate Account on July 31, 2014 was \$6,214.57. The balance shown in the inmate funds as of July 31, 2014 is \$3,006.06 from the Prior Month Balance Report, a difference of \$ 89.

I verified the phone card daily sheet with the inmate sales for the month of July; 434 cards were issued; according to the Commissary Transaction Report 434 cards were sold.

The beginning balance in the Commissary Account June 30, 2014 is \$17,426.88. Commissary account check numbers 4946 thru 4964 were written in the amount of \$7,881.76 for food, postage, sundries, sales tax, and miscellaneous. Deposits for the month total \$5,517.42. The reconciled bank balance in the Commissary Account on July 31, 2014 was \$15,882.54.

The Commissary Sales Report had no discrepancies in the monthly sales report in comparison to the weekly sales report for the month, the sales difference was in the amount of \$94.71. Indigent Stamp charged but not disbursed by check for the month is \$4.71.

A check from the Bureau of Prisoners was deposited in the Inmate Account in the amount of \$110.98; the inmate is not in our facility. This money needs to be refunded when the inmate is located. Deposits were short \$1.30 and long for \$ 26. Deposit was short \$10.00 on August 5, 2014. Check 15010 cleared bank in the amount of \$31.00, it was written in the amount of \$31.02. Check number 4942 in the amount of \$378.31, was written to pay the shortage for the checks that were written incorrectly in the Inmate Account in July 2014.

Thank you for your help in this review; it's a pleasure working with you and your staff.

Renee Treadwell
Renee Treadwell, Assistant Auditor

WINKLER COUNTY, TEXAS
Office of the County Auditor

P.O. Drawer O
Kerritt TX 79745

TELEPHONE (432)586-3161
FAX (432)586-3223

JEANNA WILLIHELM
COUNTY AUDITOR
RENEE TREADWELL
ASSISTANT AUDITOR
BRENDA HARRISON
ASSISTANT AUDITOR

Memo to: Sheriff George Keely
Monty Egger

September 5, 2014

Memo from: Renee Treadwell
Assistant Auditor

On September 5, 2014 a review was completed of the receipts and disbursements of the Inmate and Commissary accounts for the month of August 2014.

The beginning balance in the Inmate Account on July 2014 is \$6,214.57. The Inmate Account indicated receipts in the amount of \$17,945.81, same as deposits. Disbursements were as follows: \$8,001.66 was released to inmates; \$6,298.57 was the amount of inmate commissary items purchased; \$1,650.00 paid to Sheriff and \$1,350.00 was paid to GTL for phone cards. Check numbers 15010 thru 15077 were written in the amount of 17,309.23. Check numbers 14983 and 14964 were written incorrectly, cleared for \$299.67 and outstanding for \$71.36. A new policy is in place due to this error, it takes two signatures to release a check for inmates. The reconciled bank balance in the Inmate Account on August 31, 2014 was \$6,631.84. The balance shown in the inmate funds as of August 31, 2014 is \$2,261.41 from the Prior Month Balance Report, a difference of \$ 84.

I verified the phone card daily sheet with the inmate sales for the month of August; 442 cards were issued; according to the Commissary Transaction Report 441 cards were sold. The phone sale sheets are being verified for the last card or sale of card.

The beginning balance in the Commissary Account July 31, 2014 is \$15,882.54. Commissary account check numbers 4965 thru 4976 were written in the amount of \$3,704.89 for food, postage, sundries, sales tax, and miscellaneous. Deposits for the month total \$6,298.68. The reconciled bank balance in the Commissary Account on August 31, 2014 was \$18,476.33.

The Commissary Sales Report had no discrepancies in the monthly sales report in comparison to the weekly sales report for the month, the sales difference was in the amount of \$40.47. Indigent Stamp charged but not disbursed by check for the month is \$3.39.

A check from the Bureau of Prisoners was deposited in the Inmate Account in the amount of \$110.98; the inmate is not in our facility. This money needs to be refunded when the inmate is located. Deposits were short \$1.30 and long for \$ 26. Deposit was short \$10.00 on August 5, 2014. Check 15010 cleared bank in the amount of \$31.00, it was written in the amount of \$31.02. Check number 4942 in the amount of \$378.31, was written to pay the shortage for the checks that were written incorrectly in the Inmate Account in July 2014.

Thank you for your help in this review; it's a pleasure working with you and your staff.

Renee Treadwell
Renee Treadwell, Assistant Auditor

Winkler County Commissary Account 72078-9

Date	Deposit Amount	Food	Postage	2014			Balance
				Surplies	Sales Tax	Misc	
Jan 2013	\$ 5,489.28	\$ 3,494.97	\$ 306.00	\$ 1,644.50	\$ 803.90	\$ 1,742.96	\$ 12,864.34
Feb	\$ 7,699.35	\$ 5,122.72	\$ 254.00	\$ 873.89		\$ 203.65	\$ 19,922.00
Mar	\$ 9,178.38	\$ 5,122.72	\$ 348.00	\$ 1,934.79	\$ 325.74	\$ 4,862.87	\$ 13,971.67
Apr	\$ 9,762.24	\$ 1,767.70		\$ 1,034.80		\$ 979.78	\$ 14,460.32
May	\$ 6,552.15	\$ 3,749.06	\$ 294.00	\$ 1,333.31		\$ 533.96	\$ 16,425.28
June	\$ 5,534.48	\$ 3,267.00		\$ 287.70		\$ 343.97	\$ 17,420.54
July	\$ 6,318.65	\$ 3,267.00	\$ 294.00	\$ 521.53		\$ 221.56	\$ 18,420.24
Aug	\$ 6,318.65	\$ 2,421.39	\$ 294.00	\$ 372.56	\$ 621.28	\$ 323.09	\$ 20,143.95
Sept	\$ 7,933.09	\$ 2,281.87	\$ 294.00	\$ 3,133.41	\$ 596.83	\$ 1,029.77	\$ 21,159.63
Oct	\$ 6,174.49	\$ 3,322.36	\$ 254.00	\$ 585.54		\$ 1,622.18	\$ 21,159.63
Nov	\$ 6,552.15	\$ 1,767.70	\$ 254.00	\$ 573.70		\$ 1,407.55	\$ 22,427.64
Dec	\$ 6,552.15	\$ 2,421.39	\$ 254.00				

Page 1

Int'ltn Account #72077-0

Date	Receipts From		Released		2014		Estimated C/L		Comm'nk		Balance
	Inmates	To inmates	Commissary	Phone Cards	Surplies	Sales Tax	Damage	Phone Cards	Churcks		
2/21/2013	\$ 16,289.04	\$ 5,143.46	\$ 5,468.28	\$ 4,802.00				\$ 4,020.00		\$ 6,703.46	
Jan	\$ 15,326.11	\$ 4,375.15	\$ 7,699.35	\$ 7,699.77				\$ 1,360.00		\$ 6,373.71	
Feb	\$ 16,108.03	\$ 4,280.10	\$ 7,699.35	\$ 1,650.00				\$ 1,360.00		\$ 7,642.50	
Mar	\$ 26,203.05	\$ 8,404.01	\$ 8,719.23	\$ 3,300.20			\$ 630.73	\$ 2,700.00	\$ 109.72	\$ 10,462.63	
Apr	\$ 16,500.81	\$ 5,385.41	\$ 5,769.24	\$ 1,650.00			\$ 180.80	\$ 1,350.00	\$ 95.81	\$ 11,941.98	
May	\$ 13,028.21	\$ 3,843.04	\$ 6,428.65	\$ 4,890.00				\$ 4,350.00		\$ 15,424.02	
Jun	\$ 12,345.39	\$ 3,843.04	\$ 6,526.97	\$ 1,650.00				\$ 1,350.00		\$ 16,154.42	
Jul	\$ 17,845.81	\$ 6,031.66	\$ 7,853.09	\$ 1,650.00				\$ 1,350.00	\$ 228.31	\$ 6,531.84	
Aug	\$ 16,311.86	\$ 5,717.86	\$ 6,729.23	\$ 1,650.00				\$ 1,350.00		\$ 9,294.84	
Sept	\$ 12,345.39	\$ 3,843.04	\$ 6,729.23	\$ 1,650.00				\$ 1,350.00		\$ 13,947.88	
Oct	\$ 12,345.39	\$ 3,843.04	\$ 6,729.23	\$ 1,650.00				\$ 1,350.00			
Nov	\$ 12,345.39	\$ 3,843.04	\$ 6,729.23	\$ 1,650.00				\$ 1,350.00			
Dec	\$ 19,209.24	\$ 3,785.89	\$ 6,630.18						\$ 55.91		

Page 2

Commissary Account 72078-9

DATE	CK #	DEP AMT	CK AMT	BALANCE	CK TO	FOOD	POSTAGE	SURPLIES	SALES TAX	MISC
2/1/14	4850		94.74	5,622.00						
2/20/2014	4850	1,007.56	1,006.60	4,615.44	201/2014 4850	100.00		64.75		
2/27/2014	4850	1,007.56	1,006.60	3,607.88	201/2014 4850	100.00		90.38		
3/1/2014	4850		136.24	3,471.64						
3/10/2014	4850	2,035.87	1,932.76	1,538.88	201/2014 4850	156.08				
3/20/2014	4850		151.78	1,387.10						
3/27/2014	4850	2,036.76	1,932.76	454.34	201/2014 4850	156.08				
4/3/2014	4850		713.88	1,230.46						
4/10/2014	4850	2,036.76	1,932.76	297.70	201/2014 4850	156.08				
4/17/2014	4850		2,036.76	91.94						
4/24/2014	4850		138.91	1,245.85						
4/30/2014	4850	1,953.81	1,932.76	1,245.85	201/2014 4850	156.08				
5/7/2014	4850		1,245.85	0.00						
5/14/2014	4850		1,245.85	0.00						
5/20/2014	4850	1,953.81	1,932.76	1,245.85	201/2014 4850	156.08				
5/27/2014	4850		1,245.85	0.00						
6/3/2014	4850		1,245.85	0.00						
6/10/2014	4850		1,245.85	0.00						
6/17/2014	4850		1,245.85	0.00						
6/24/2014	4850		1,245.85	0.00						
6/30/2014	4850		1,245.85	0.00						
7/7/2014	4850		1,245.85	0.00						
7/14/2014	4850		1,245.85	0.00						
7/21/2014	4850		1,245.85	0.00						
7/28/2014	4850		1,245.85	0.00						
8/4/2014	4850		1,245.85	0.00						
8/11/2014	4850		1,245.85	0.00						
8/18/2014	4850		1,245.85	0.00						
8/25/2014	4850		1,245.85	0.00						
9/1/2014	4850		1,245.85	0.00						
9/8/2014	4850		1,245.85	0.00						
9/15/2014	4850		1,245.85	0.00						
9/22/2014	4850		1,245.85	0.00						
9/29/2014	4850		1,245.85	0.00						
10/6/2014	4850		1,245.85	0.00						
10/13/2014	4850		1,245.85	0.00						
10/20/2014	4850		1,245.85	0.00						
10/27/2014	4850		1,245.85	0.00						
11/3/2014	4850		1,245.85	0.00						
11/10/2014	4850		1,245.85	0.00						
11/17/2014	4850		1,245.85	0.00						
11/24/2014	4850		1,245.85	0.00						
12/1/2014	4850		1,245.85	0.00						
12/8/2014	4850		1,245.85	0.00						
12/15/2014	4850		1,245.85	0.00						
12/22/2014	4850		1,245.85	0.00						
12/29/2014	4850		1,245.85	0.00						
1/5/2015	4850		1,245.85	0.00						
1/12/2015	4850		1,245.85	0.00						
1/19/2015	4850		1,245.85	0.00						
1/26/2015	4850		1,245.85	0.00						
2/2/2015	4850		1,245.85	0.00						
2/9/2015	4850		1,245.85	0.00						
2/16/2015	4850		1,245.85	0.00						
2/23/2015	4850		1,245.85	0.00						
2/27/2015	4850		1,245.85	0.00						
3/6/2015	4850		1,245.85	0.00						
3/13/2015	4850		1,245.85	0.00						
3/20/2015	4850		1,245.85	0.00						
3/27/2015	4850		1,245.85	0.00						
4/3/2015	4850		1,245.85	0.00						
4/10/2015	4850		1,245.85	0.00						
4/17/2015	4850		1,245.85	0.00						
4/24/2015	4850		1,245.85	0.00						
5/1/2015	4850		1,245.85	0.00						
5/8/2015	4850		1,245.85	0.00						
5/15/2015	4850		1,245.85	0.00						
5/22/2015	4850		1,245.85	0.00						
5/29/2015	4850		1,245.85	0.00						
6/5/2015	4850		1,245.85	0.00						
6/12/2015	4850		1,245.85	0.00						
6/19/2015	4850		1,245.85	0.00						
6/26/2015	4850		1,245.85	0.00						
7/3/2015	4850		1,245.85	0.00						
7/10/2015	4850		1,245.85	0.00						
7/17/2015	4850		1,245.85	0.00						
7/24/2015	4850		1,245.85	0.00						
7/31/2015	4850		1,245.85	0.00						
8/7/2015	4850		1,245.85	0.00						
8/14/2015	4850		1,245.85	0.00						
8/21/2015	4850		1,245.85	0.00						
8/28/2015	4850		1,245.85	0.00						
9/4/2015	4850		1,245.85	0.00						
9/11/2015	4850		1,245.85	0.00						
9/18/2015	4850		1,245.85	0.00						
9/25/2015	4850		1,245.85	0.00						
10/2/2015	4850		1,245.85	0.00						
10/9/2015	4850		1,245.85	0.00						
10/16/2015	4850		1,245.85	0.00						
10/23/2015	4850		1,245.85	0.00						
10/30/2015	4850		1,245.85	0.00						
11/6/2015	4850		1,245.85	0.00						
11/13/2015	4850		1,245.85	0.00						
11/20/2015	4850		1,245.85	0.00						
11/27/2015	4850		1,245.85	0.00						
12/4/2015	4850		1,245.85	0.00						
12/11/2015	4850		1,245.85	0.00						
12/18/2015	4850		1,245.85	0.00						
12/25/2015	4850		1,245.85	0.00						
1/1/2016	4850		1,245.85	0.00						
1/8/2016	4850		1,245.85	0.00						
1/15/2016	4850		1,245.85	0.00						
1/22/2016	4850		1,245.85	0.00						
1/29/2016	4850		1,245.85	0.00						
2/5/2016	4850		1,245.85	0.00						
2/12/2016	4850		1,245.85	0.00						
2/19/2016	4850		1,245.85	0.00						
2/26/2016	4850		1,245.85	0.00						
3/5/2016	4850		1,245.85	0.00						
3/12/2016	4850		1,245.85	0.00						
3/19/2016	4850		1,245.85	0.00						
3/26/2016	4850		1,245.85	0.00						
4/2/2016	4850		1,245.85	0.00						
4/9/2016	4850		1,245.85	0.00						
4/16/2016	4850		1,245.85	0.00						
4/23/2016	4850		1,245.85	0.00						
4/30/2016	4850		1,245.85	0.00						
5/7/2016	4850		1,245.85	0.00						
5/14/2016	4850		1,245.85	0.00						
5/21/2016	4850		1,245.85	0.00						
5/28/2016	4850		1,245.85	0.00						
6/4/2016	4850		1,245.85	0.00						
6/11/2016	4850		1,245.85	0.00						
6/18/2016	4850		1,245.85	0.00						
6/25/2016	4850		1,245.85	0.00						
7/2/2016	4850		1,245.85	0.00						
7/9/2016	4850		1,245.85	0.00						
7/16/2016	4850		1,245.85	0.00						
7/23/2016	4850		1,245.85	0.00						
7/30/2016	4850		1,245.85	0.00						
8/6/2016	4850		1,245.85	0.00						
8/13/2016	4850		1,245.85	0.00						
8/20/2016	4850		1,245.85	0.00						
8/27/2016	4850		1,245.85	0.00						
9/3/2016	4850		1,245.85	0.00						
9/10/2016	4850		1,245.85	0.00						
9/17/2016	4850		1,245.85	0.00						
9/24/2016	4850		1,245.85	0.00						
10/1/2016	4850		1,245.85	0.00						
10/8/2016	4850		1,245.85	0.00						
10/15/2016	4850		1,245.85	0.00						
10/22/2016	4850		1,245.85	0.00						
10/29/2016	4850		1,245.85	0.00						
11/5/2016	4850		1,245.85	0.00						
11/12/2016	4850		1,245.85	0.00						
11/19/2016	4850		1,245.85	0.00						
11/26/2016	4850		1,245.85	0.00						
12/3/2016	4850		1,245.85	0.00						
12/10/2016	4850		1,245.85	0.00						
12/17/2016	4850		1,245.85	0.00						
12/24/2016	4850		1,245.85	0.00						
12/31/2016	4850		1,245.85	0.00						
1/7/2017	4850		1,245.85	0.00						
1/14/2017	4850		1,245.85	0.00						
1/21/2017	4850		1,245.85	0.00						
1/28/2017	4850		1,245.85	0.00						
2/4/2017	4850		1,245.8							

DATE	CHK #	DEPT	CHK AMT	BALANCE	CK TO	FOOD	FOURAGE	SUPPLIES	SALES TAX	MISC
02/23/04	4673		\$ 121.24	\$ 11,955.66	DANE COMMISSION					
02/23/04	4674		\$ 1,303.56			\$ 61.76			\$ 61.78	
02/23/04	4680		\$ 163.60	\$ 1,883.94	Penetration	\$ 18.80				
02/23/04	4681		\$ 794.00	\$ 1,885.95	Penetration		\$ 24.00			
02/23/04	4682		\$ 171.16	\$ 2,050.00	Penetration	\$ 17.16				
02/23/04	4683		\$ 1,476.19	\$ 3,526.19	Penetration	\$ 1,484.23				
02/23/04	4684		\$ 1,747.19	\$ 5,273.38	Penetration			\$ 20.21		\$ 20.15
02/23/04	4685		\$ 1,272.46	\$ 6,545.84	Penetration					
02/23/04	4686		\$ 1,272.46	\$ 7,818.30	Penetration	\$ 254.88				
02/23/04	4687		\$ 1,272.46	\$ 9,090.76	Penetration					
02/23/04	4688		\$ 1,272.46	\$ 10,363.22	Penetration					
02/23/04	4689		\$ 1,272.46	\$ 11,635.68	Penetration					
02/23/04	4690		\$ 1,272.46	\$ 12,908.14	Penetration					
02/23/04	4691		\$ 1,272.46	\$ 14,180.60	Penetration					
02/23/04	4692		\$ 1,272.46	\$ 15,453.06	Penetration					
02/23/04	4693		\$ 1,272.46	\$ 16,725.52	Penetration					
02/23/04	4694		\$ 1,272.46	\$ 18,000.00	Penetration					
02/23/04	4695		\$ 1,272.46	\$ 19,272.52	Penetration					
02/23/04	4696		\$ 1,272.46	\$ 20,545.00	Penetration					
02/23/04	4697		\$ 1,272.46	\$ 21,817.52	Penetration					
02/23/04	4698		\$ 1,272.46	\$ 23,090.00	Penetration					
02/23/04	4699		\$ 1,272.46	\$ 24,362.52	Penetration					
02/23/04	4700		\$ 1,272.46	\$ 25,635.00	Penetration					
02/23/04	4701		\$ 1,272.46	\$ 26,907.52	Penetration					
02/23/04	4702		\$ 1,272.46	\$ 28,180.00	Penetration					
02/23/04	4703		\$ 1,272.46	\$ 29,452.52	Penetration					
02/23/04	4704		\$ 1,272.46	\$ 30,725.00	Penetration					
02/23/04	4705		\$ 1,272.46	\$ 32,000.00	Penetration					
02/23/04	4706		\$ 1,272.46	\$ 33,272.52	Penetration					
02/23/04	4707		\$ 1,272.46	\$ 34,545.00	Penetration					
02/23/04	4708		\$ 1,272.46	\$ 35,817.52	Penetration					
02/23/04	4709		\$ 1,272.46	\$ 37,090.00	Penetration					
02/23/04	4710		\$ 1,272.46	\$ 38,362.52	Penetration					
02/23/04	4711		\$ 1,272.46	\$ 39,635.00	Penetration					
02/23/04	4712		\$ 1,272.46	\$ 40,907.52	Penetration					
02/23/04	4713		\$ 1,272.46	\$ 42,180.00	Penetration					
02/23/04	4714		\$ 1,272.46	\$ 43,452.52	Penetration					
02/23/04	4715		\$ 1,272.46	\$ 44,725.00	Penetration					
02/23/04	4716		\$ 1,272.46	\$ 46,000.00	Penetration					
02/23/04	4717		\$ 1,272.46	\$ 47,272.52	Penetration					
02/23/04	4718		\$ 1,272.46	\$ 48,545.00	Penetration					
02/23/04	4719		\$ 1,272.46	\$ 49,817.52	Penetration					
02/23/04	4720		\$ 1,272.46	\$ 51,090.00	Penetration					
02/23/04	4721		\$ 1,272.46	\$ 52,362.52	Penetration					
02/23/04	4722		\$ 1,272.46	\$ 53,635.00	Penetration					

[illegible]

Commissary Account 70078.9												
DATE	CK #	DEP AMT	CK AMT	BALANCE	CK TO	FOOD	POSTAGE	SUPPLIES	SALES TAX	MISC		
11/02/2014	5004	\$ 1,533.41	\$ 46.27	\$ 16,042.88	Fin. Lay	\$ 161.20		\$ 46.27				
11/02/2014	5005	\$ 1,326.40	\$ 32.80	\$ 15,683.68	Office							
11/17/2014	5007	\$ 1,326.40	\$ 142.66	\$ 15,134.42	Studenrty	\$ 142.66	\$ 294.00					
11/20/2014	5008	\$ 1,381.18	\$ 203.81	\$ 14,549.43	Studenrty					\$ 203.81		
11/20/2014	5009	\$ 1,195.46	\$ 352.38	\$ 13,681.65	Office	\$ 1,406.64		\$ 607.12		\$ 362.38		
11/20/2014	5011		\$ 379.65	\$ 13,643.70	Office Dept			\$ 379.65				
11/20/2014	5012	\$ 1,288.57	\$ 58.68	\$ 12,776.45	Webster					\$ 58.68		
11/20/2014	5013	\$ 1,344.00	\$ 134.40	\$ 11,298.05	Webster					\$ 134.40		
11/20/2014	5015	\$ 5,287.20	\$ 3,812.62	\$ 7,485.43	Webster	\$ 1,795.80	\$ 294.00	\$ 985.64		\$ 622.16		
12/1/2014	5016		\$ 164.40	\$ 7,321.03	Fin. Lay							
12/1/2014	5016	\$ 1,112.42	\$ 114.48	\$ 7,206.55	Fin. Lay	\$ 164.40						
12/4/2014	5016		\$ 93.80	\$ 7,112.75	Fin. Lay					\$ 134.46		
12/4/2014	5016	\$ 1,488.50	\$ 172.26	\$ 6,940.49	Fin. Lay	\$ 93.80						
12/17/2014	5018		\$ 1,688.93	\$ 5,251.56	Lincoln	\$ 117.26						
12/17/2014	5018		\$ 1,688.93	\$ 3,562.63	Lincoln					\$ 232.78		
12/18/2014	5020		\$ 32.25	\$ 3,530.38	Lincoln	\$ 1,408.44		\$ 460.39				
12/18/2014	5021		\$ 103.78	\$ 3,426.60	Lincoln	\$ 32.25						
12/18/2014	5022	\$ 1,175.72	\$ 103.78	\$ 2,322.82	Lincoln	\$ 103.78						
12/18/2014	5023		\$ 294.00	\$ 2,028.82	Postman		\$ 294.00					
12/18/2014	5023		\$ 294.00	\$ 1,734.82	Postman							
12/18/2014	5025	\$ 1,400.40	\$ 1,281.86	\$ 452.96	Office Dept	\$ 1,038.00		\$ 40.91		\$ 51.45		
12/24/2014	5025		\$ 203.81	\$ 246.15	Office Dept			\$ 203.80		\$ 203.80		
12/24/2014	5025	\$ 1,328.14	\$ 768.58	\$ 177.57	Office Dept	\$ 270.28				\$ 768.60		
12/24/2014	5025		\$ 370.28	\$ 140.71	Office Dept					\$ 86.50		
12/24/2014	5025		\$ 5,820.77	\$ 22,407.84	Refused	\$ 3,465.51	\$ 294.00	\$ 973.70		\$ 1,467.56		

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Resolution adopting County Investment Policy effective April 13, 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

WINKLER COUNTY

INVESTMENT POLICY

EFFECTIVE APRIL 13, 2015

I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

General Statement
This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A&B to define and adopt a formal investment policy. See attachment A: Resolution to Adopt Investment Policy. This policy will be reviewed and adopted by resolution at least annually.

Funds Included
This investment policy applies to all financial assets of all funds of the County of Winkler, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Winkler County and any depository bank.

County's Investment Officer
In accordance with Sec. 116.112(A), Local Government Code and/or Chapter 2256, Sec. 2256.005(f) and (g), the County Auditor, under the direction of the Winkler County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The Commissioners Court shall designate by resolution one or more officers or employees as investment officer.

If the investment officer has a personal business relationship with an entity - or is related within the second degree by affinity or consanguinity to an individual - seeking to sell an investment to the county, the investment officer must file a statement disclosing that personal business interest - or relationship - with the Texas Ethics Commission and the Commissioners Court.

Quality, Capability and Training of Investment Officer
It is the County's policy to provide training required by the Public Funds Act, Sec. 2256.008 as follows:
(1) the investment officer shall attend at least one training session relating to the officer's responsibilities within 12 months after assuming duties.
(2) the investment officer is required to attend a training session not less than once in a two-year period and receive not less than 10 hours of instruction relating to investment responsibilities from an independent source approved by the Commissioners Court or a designated investment committee advising the investment officer as provided for in the investment policy of the local government. See Attachment E: Certification of Training Statement.

Winkler County Investment Policy
Effective April 13, 2015

II. INVESTMENT OBJECTIVES

General Statement
Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County will follow investment strategies appropriate to each type of fund that are adopted by Commissioners Court resolution. See Attachment B: Resolution to Adopt Investment Strategies Per Type of Fund.

Safety Maintenance of Adequate Liquidity
Winkler County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction.

The County's investment portfolio must be structured in conformance with an asset/liability management plan which provides for liquidity necessary to pay obligations as they become due.

Diversification
It will be the policy of Winkler County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

Yield
It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

Maturity
Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the county is one (1) year with the exception of \$1,000,000.00 of fund balance that may have a maximum allowable stated maturity of (2) two years.

Investment Strategies
In accordance with the Public Funds Investment Act, a separate written investment strategy will be developed for each of the funds under Winkler County's control. Each strategy must describe the investment objectives for the particular fund using the following priorities of importance:
(1) understanding of the suitability of the investments to the financial requirements of the entity;
(2) preservation and safety of principal;
(3) liquidity;
(4) marketability of the investment if the need arises to liquidate the investment before maturity;
(5) diversification of the investment portfolio.

Winkler County Investment Policy
Effective April 13, 2015

- (6) yield; and
- (7) maturity restrictions

Attachment C includes investment strategies for all funds. In accordance with the Public Funds Investment Act, investment strategies will be reviewed and adopted by resolution at least annually.

Winkler County Investment Policy
Effective April 13, 2015

III. INVESTMENT TYPES

Authorized
The Winkler County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law:

- A. Obligations of, or guaranteed by, governmental entities:
 - (1) obligations of the United States or its agencies and instrumentalities;
 - (2) direct obligations of this state or its agencies and instrumentalities;
 - (3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities.
- B. Certificates of deposit if issued by a state or national bank, which has its main office or a branch office in this state and is:
 - (1) guaranteed or insured by the Federal Deposit Insurance Corporation;
- C. Eligible investment pools (as discussed in the Public Funds Investment Act, Sec. 2256.016-2256.019) if the Commissioners Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. A county by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

The settlement of all transactions, except investment pool funds and mutual funds, are on a delivery versus payment basis.
Prohibited
The Winkler County Investment Officer will not use any investment not enumerated above

IV. INVESTMENT RESPONSIBILITY AND CONTROL

Investment Institutions Defined
The Winkler County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

- (1) Depository Bank;
- (2) Other state or national banks domiciled in Texas that are insured by FDIC;
- (3) Public funds investment pools, Texpool or
- (4) Saving & Loans domiciled in Texas that are insured by FDIC;
- (5) State and Federal Credit Unions domiciled in Texas that are insured by National Credit Union Share Insurance Fund.

Standards of Operations
The County Auditor/Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy

Winkler County Investment Policy
Effective April 13, 2015

Audit Control
The Winkler County Commissioners Court, at a minimum, will have an annual financial audit of all county funds and reports prepared by the investment officer by an independent auditing firm, as well as a compliance audit of management controls on investments and adherence to the entity's established investment policies. The results of the audit shall be reported to the Commissioners Court.

Standard of Care
Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

Acknowledgement of Receipt and Review of Winkler County's Investment Policy
A written copy of Winkler County's Investment Policy shall be presented to all business organizations engaged in any investment transactions with Winkler County. The business organization shall execute a written instrument in a form acceptable to Winkler County and the business organization stating that:

- (1) the business organization has received and reviewed Winkler County's Investment Policy
- (2) acknowledge that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Winkler County and the organization that are not authorized by the entity's investment policy. The acknowledgement must be signed by a "Qualified Representative" which means a person who holds a position with the business organization, who is authorized to act on behalf of the business organization, and who is one of the following:
 - (A) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
 - (B) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool.

See Attachment F which is the Acknowledgement of Receipt and Review of Winkler County's Investment Policy.

Winkler County Investment Policy
Effective April 13, 2015

V. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

Monthly Report
At least monthly, the investment officer shall prepare and submit to the Commissioners Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- (1) describe in detail the investment position of the county on the date of the report;
- (2) be prepared jointly by all investment officers of the county;
- (3) be signed by each investment officer of the county;
- (4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
 - (A) beginning fair market value for the reporting period;
 - (B) additions and changes to the fair market value during the period;
 - (C) ending fair market value for the period; and
 - (D) fully accrued interest for the reporting period;
- (5) state the book value and fair market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the county for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the county as it relates to:
 - (A) the investment strategy expressed in the county's investment policy; and
 - (B) relevant provisions of this chapter

Fair Market Value will be quoted using the Wall Street Journal dated the last day of the month of the report

Notification of Investment Changes
It shall be the duty of the County Investment Officer of Winkler County, Texas to notify the Winkler County Commissioners Court of any significant changes in current investment methods and procedures prior to their implementation.

Noted Changes to Investment Policy
In accordance with Sec. 2256.005(c) the Investment Policy so adopted shall record any changes made from the policy previously adopted. Noted changes to Winkler County's Investment Policy, effective February 22, 2010 are as follows:
Changes to III-Investment Types (B) Certificates of Deposit

Winkler County Investment Policy
Effective April 13, 2015

VI. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral or Insurance
The Winkler County Investment Officer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract.

Safekeeping
All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

Winkler County Investment Policy
Effective April 13, 2015

VII. NON-COUNTY FUNDS

The Tax Assessor/Collector, County Clerk and District Clerk funds fall into this category. These funds are not considered funds that belong to county but could be considered a liability for the County. All funds will be invested in compliance with the Public Funds Investment Act and the County's Investment Policy except when a court order is issued to follow a different procedure.

Tax Assessor/Collector

County funds are invested to enhance investment return for the County before the funds are receipted by the County. State funds in the custody of the Tax Assessor/Collector may be invested before remitting to the State.

County Clerk Trust Funds

County Clerk Trust funds are received by court order from either Commissioners Court, County Courts at Law or County Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the County Courts and County Courts at Law prior to disbursement of the funds.

District Clerk Trust Funds

District Clerk Trust funds are received by court order from the District Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the District Courts prior to the disbursement of the funds.

Winkler County Investment Policy
Effective April 13, 2015

8

ATTACHMENT: A

WINKLER COUNTY INVESTMENT POLICY

A RESOLUTION

THE STATE OF TEXAS

COUNTY OF WINKLER

BE IT RESOLVED that the Winkler County Commissioners' Court convened on the 13th day of April, 2015, in the Commissioners' Courtroom in the Winkler County Courthouse in Kermit, Texas with the following members present:

Charles Wolf, County Judge Presiding
Billy Stevens, Commissioner Precinct One
Robbie Wolf, Commissioner Precinct Two
Randy Neal, Commissioner Precinct Three
Billy Ray Thompson, Commissioner Precinct Four

Being five members present and among other proceedings, had the following order passed:

WHEREAS, it is required that the Winkler County Commissioners' Court adopt a County Investment Policy in accordance with the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A & B.

BE IT ORDERED, ADJUDGED AND DECREED by the Winkler County Commissioners' Court that the Commissioners' Court adopt the Winkler County Investment Policy effective the 13th day of April, 2015.

WHEREFORE, on the motion of Commissioner Neal and seconded by Commissioner Thompson, the members of the Winkler County Commissioners' Court approved this resolution on this the 13th day of April, 2015.

Charles Wolf, Winkler County Judge

ABSENT
Billy Stevens
Commissioner Precinct One
Randy Neal
Commissioner Precinct Three

Robbie Wolf
Commissioner Precinct Two
Billy Ray Thompson
Commissioner Precinct Four

ATTEST
Kathleen Reed
County Clerk

ATTACHMENT: B

WINKLER COUNTY INVESTMENT STRATEGY

A RESOLUTION

THE STATE OF TEXAS

COUNTY OF WINKLER

BE IT RESOLVED that the Winkler County Commissioners' Court convened on the 13th day of April, 2015, in the Commissioners' Courtroom in the Winkler County Courthouse in Kermit, Texas with the following members present:

Charles Wolf, County Judge Presiding
Billy Stevens, Commissioner Precinct One
Robbie Wolf, Commissioner Precinct Two
Randy Neal, Commissioner Precinct Three
Billy Ray Thompson, Commissioner Precinct Four

being five members present and among other proceedings, had the following order passed:

WHEREAS, it is required that the Winkler County Commissioners' Court adopt a County Investment Strategy in accordance with the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A & B.

BE IT ORDERED, ADJUDGED AND DECREED by the Winkler County Commissioners' Court that the Commissioners' Court adopt the Winkler County Investment Strategy effective the 13th day of April, 2015.

WHEREFORE, on the motion of Commissioner Neal and seconded by Commissioner Thompson, the members of the Winkler County Commissioners' Court approved this resolution on this the 13th day of April, 2015.

Charles Wolf, Winkler County Judge

ABSENT
Billy Stevens
Commissioner Precinct One
Randy Neal
Commissioner Precinct Three

Robbie Wolf
Commissioner Precinct Two
Billy Ray Thompson
Commissioner Precinct Four

ATTEST
Kathleen Reed
County Clerk

ATTACHMENT: C

WINKLER COUNTY

INVESTMENT STRATEGY

The County of Winkler maintains a portfolio which utilizes one specific investment strategy that is designed to address the unique characteristics of the operating fund represented in the portfolio.

Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short- to medium-term securities which will complement each other in a laddered or barbell maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each security. The \$3,000,000.00 fund balance that may have a maximum allowable stated maturity of 12) years is excluded from this calculation.

ATTACHMENT: D

WINKLER COUNTY INVESTMENT OFFICER

A RESOLUTION

THE STATE OF TEXAS

COUNTY OF WINKLER

BE IT RESOLVED that the Winkler County Commissioners' Court convened on the 13th day of April, 2015, in the Commissioners' Courtroom in the Winkler County Courthouse in Kermit, Texas with the following members present:

Charles Wolf, County Judge Presiding
Billy Stevens, Commissioner Precinct One
Robbie Wolf, Commissioner Precinct Two
Randy Neal, Commissioner Precinct Three
Billy Ray Thompson, Commissioner Precinct Four

Being five members present and among other proceedings, had the following order passed:

WHEREAS, it is required that the Winkler County Commissioners' Court designate a County Investment Officer in accordance with the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A & B.

BE IT ORDERED, ADJUDGED AND DECREED by the Winkler County Commissioners' Court that the Commissioners' Court designate the County Auditor as the County Investment Officer. The County Auditor, under the direction of the Winkler County Commissioners' Court and the Winkler County Investment Committee, may invest funds only within the scope of the Winkler County Investment Policy adopted by the Winkler County Commissioners' Court effective the 13th day of April, 2015.

WHEREFORE, on the motion of Commissioner Neal and seconded by Commissioner Thompson, the members of the Winkler County Commissioners' Court approved this resolution on this the 13th day of April, 2015.

Charles Wolf, Winkler County Judge

ABSENT
Billy Stevens
Commissioner Precinct One
Randy Neal
Commissioner Precinct Three
ATTEST
Kathleen Reed
County Clerk

Robbie Wolf
Commissioner Precinct Two
Billy Ray Thompson
Commissioner Precinct Four

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve IGT payment in the approximate amount of \$270,000.00 to support County residents' health care from budgeted Winkler County Memorial Hospital funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Electric Distribution Line Easement between Winkler County and Texas-New Mexico Power Company for Winkler County Park project, located in the SE/4 of Section 27, Block B-3, Public School Land, Winkler County, Texas, and approve payment in the amount of \$15,073.99 from budgeted funds; which motion became an order of the Court upon the following vote:

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

ELECTRIC DISTRIBUTION LINE EASEMENT
STATE OF TEXAS §
COUNTY OF WINKLER § KNOW ALL MEN BY THESE PRESENTS:

THAT WINKLER COUNTY, TEXAS, (Grantor), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to me (us) in hand paid by TEXAS-NEW MEXICO POWER COMPANY (a corporate), have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto TEXAS-NEW MEXICO POWER COMPANY hereinafter called "Grantee" and to successors, and assigns, an easement or right-of-way for one or more electric lines and all necessary associated facilities, located over, across, along, under, and upon the following described lands ("Easement") located in Winkler County, Texas, to wit:

A strip of land 20 feet in width, crossing in the Winkler County Park being within the City of Kermit, located in the SE/4 of Section 27, Block B-3, Public School Land, Winkler County, Texas, the centerline of survey is more particularly described as follows:
BEGINNING at a point in the North line said Park and the Southerly right-of-way line of School Street from which a railroad spike found at the Northeast corner of said Park bears N.73°39'50"E. 557.0 feet, and from which the Northwest corner of the SW/4 bears S.73°39'50"W. 666.0 feet and N.16°12'40"W. 100.0 feet, (Bearings are compared to the Texas Coordinate System of 1983, Central Zone. Distances are surface.)
THENCE S.13°06'40"E 300.0 feet, as more fully described in Exhibit "A" attached hereto and incorporated by reference the same as if fully set forth and copied at length.

Grantor herein reserves the right to use the Easement described herein for all purposes except as herein restricted, subject, however, to the rights granted herein to Grantee. Grantor agrees to maintain minimum horizontal and vertical clearances between structures Grantor owns which are constructed after the effective date of this Easement and the overcross electric line of Grantee within this Easement. Horizontal and vertical clearances shall comply with the National Electric Safety Code and state or local ordinances, as currently in effect or as amended from time to time. Grantor shall not use this Easement for the growing of trees or of any other vegetation which, in the opinion of Grantee, may interfere with the construction, maintenance, operation, efficiency, or safety of the electric line.

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1

Grantee, in addition to any other rights herein granted, shall have the right of ingress and egress in or from said Easement for the purpose of constructing, re-constructing, operating, inspecting, painting, maintaining, adding to, replacing, and removing the electric line or lines and all associated facilities, the right to relocate along the same general direction of said line or lines within this Easement, the right to remove from this Easement all trees and vegetation (wild or cultivated) and parts thereof (including overhang from trees and vegetation growing outside this Easement) which, in the opinion of Grantee, endangers or which may interfere with the construction, maintenance, operation, efficiency, or safety of the electric line or lines and associated facilities, and the right to exercise all other rights granted in this Easement.

All covenants of Grantor in this Easement shall be binding on Grantor's heirs and assigns, and shall be covenants running with the land described herein.

IT IS HEREBY AND TO HOLD the above-described Easement and rights unto Grantee, its successors, and assigns, until said Easement shall be abandoned.

SIGNED this ____ day of _____, 2015

WINKLER COUNTY, TEXAS

By _____
CHARLES M. WOLF
WINKLER COUNTY JUDGE

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WINKLER §

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Charles M. Wolf, Winkler County Judge

My Commission Expires _____
(Notary Public)
(Type or print name of Notary)

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2

STATE OF TEXAS §
COUNTY OF _____ §
I, _____, hereby certify that the foregoing written instrument was filed in my office for record on the ____ day of _____, 2015, at _____ o'clock _____ pm, and duly recorded by me on the ____ day of _____, 2015, in Vol. _____, Page _____ of the Deed Records of said County.
Given under my hand and seal of office the day and year first above written.
County Clerk: _____ County: _____
By _____, Deputy

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3

WHERE ON EARTH, INC.
Professional Land Surveying

FIELD NOTES

A strip of land 20 feet in width, crossing in the Winkler County Park being within the City of Kermit, located in the SE/4 of Section 27, Block B-3, Public School Land, Winkler County, Texas, the centerline of survey is more particularly described as follows:
BEGINNING at a point in the North line said Park and the Southerly right-of-way line of School Street, from which a railroad spike found at the Northeast corner of said Park bears N.73°39'50"E. 557.0 feet, and from which the Northwest corner of the SW/4 bears S.73°39'50"W. 666.0 feet and N.16°12'40"W. 100.0 feet, (Bearings are compared to the Texas Coordinate System of 1983, Central Zone. Distances are surface.)
THENCE S.13°06'40"E 300.0 feet;

There are to be two poles and one guy wire anchor.


Surveyed on the ground March 5, 2015

This the 6th day of March, 2015

David J. Hedrick, Registered Professional Land Surveyor No. 4985



3301 Co. Rd. 7830
Lubbock, TX 79423
Tel: 806-368-7920
TXPLS FIRM NO. 10065200



INVOICE

INVOICE # 16735-001

Customer Name WINKLER COUNTY
Address 0 PO BOX 0
KERMITE, TX 78745-
DATE: 02/11/15 Terms: Net 60 days

INVOICE DESCRIPTION

AMOUNT

TOTAL AMOUNT DUE \$15,073.99

DESIGN NUMBER = 16735-001
Job Description 16981-WINKLER COUNTY BALL PARK-KERMITE

Customer Required Payment \$15,073.99

COMMENTS: Prepayment before service

Remit To Texas New Mexico Power
Miguel Rodriguez
P.O. Box 1960
Pecos, TX 79772
For questions about this invoice please contact ---
** GREGORY UNDERWOOD @ (254) 575-2806 EXT 6112 **
Please include invoice number with your payment. Thank you.

PRICES MAY VARY IF NOT PAID WITHIN 60 DAYS

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve salary schedule changes for summer employment in Precinct No. 2 to help get through paving project for up to four (4) employees; which motion became an order of the Court upon the following vote:

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

	Kermit Barn	
Budgeted Salaries	\$	74,257.00
Salaries Paid Thru April 2, 2015	\$	(8,885.71)
Supervisor Remaining Salary To Be Paid	\$	(24,064.64)
Salary Remainder Of Year For Open Position	\$	(23,000.00)
Excess Left In Budget	\$	18,306.65
Request to hire 4 summer hands from budgeted funds for Road & Bridge Prct 2 & Wink Parks for 11 weeks starting June 1 to Aug 14, 2015		
\$8 to \$10 an hour depending on department	4 @ \$4400	\$17,600

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
APRIL 13, 2015**

10-201-0200	AGRICULTURE DEPARTMENT - SALARY CLERK	\$	3,640.00
10-201-0520	WORKERS COMP	\$	100.00
10-201-0530	UNEMPLOYMENT EXPENSE	\$	57.00
10-201-0550	FICA TAX EXPENSE	\$	3,338.00
10-201-0570	TCDRS CONTRIBUTION	\$	3,757.00
10-202-0100	SALARY AUDITOR	\$	2,260.00
10-202-0200	SALARIES ASST AUDITORS	\$	8,560.00
10-202-0520	WORKERS COMP	\$	350.00
10-202-0530	UNEMPLOYMENT EXPENSE	\$	198.00
10-202-0550	FICA TAX EXPENSE	\$	11,598.00
10-202-0570	TCDRS CONTRIBUTION	\$	18,086.00
10-203-0110	SALARY/SUMMER HELP	\$	5,240.00
10-203-0520	WORKERS COMP	\$	1,500.00
10-203-0530	UNEMPLOYMENT EXPENSE	\$	141.00
10-203-0550	FICA TAX EXPENSE	\$	8,267.00
10-203-0570	TCDRS CONTRIBUTION	\$	12,462.00
10-204-0520	WORKERS COMP	\$	150.00
10-204-0530	UNEMPLOYMENT EXPENSE	\$	15.00
10-204-0550	FICA TAX EXPENSE	\$	774.00
10-204-0570	TCDRS CONTRIBUTION	\$	1,206.00
10-209-0100	SALARY SUPERVISOR	\$	6,940.00
10-209-0200	KERMIT PARKS: AREA 1 - SALARIES PARK LABOR	\$	3,180.00
10-209-0530	UNEMPLOYMENT EXPENSE	\$	200.00
10-209-0570	TCDRS CONTRIBUTION	\$	17,683.00
10-211-0530	UNEMPLOYMENT EXPENSE	\$	50.00
10-212-0100	SALARY SUPERVISOR	\$	5,920.00
10-212-0200	WINK PARKS: AREA 2 - SALARIES PARK LABOR	\$	3,380.00
10-212-0520	WORKERS COMP	\$	1,300.00
10-212-0530	UNEMPLOYMENT EXPENSE	\$	160.00
10-212-0550	FICA TAX EXPENSE	\$	9,084.00
10-212-0570	TCDRS CONTRIBUTION	\$	13,736.00
10-213-0110	SALARY GREENSKEEPER	\$	1,200.00
10-213-0200	GOLF COURSE - SALARIES GLF CRSE LABOR	\$	3,320.00
10-213-0520	WORKERS COMP	\$	600.00
10-213-0530	UNEMPLOYMENT EXPENSE	\$	165.00
10-213-0550	FICA TAX EXPENSE	\$	9,447.00
10-213-0570	TCDRS CONTRIBUTION	\$	14,302.00
10-214-0100	SALARY LIBRARIAN	\$	4,560.00
10-214-0110	SALARIES ASSISTANTS	\$	560.00
10-214-0520	WORKERS COMP	\$	125.00
10-214-0530	UNEMPLOYMENT EXPENSE	\$	100.00
10-214-0550	FICA TAX EXPENSE	\$	5,618.00

WINKLER COUNTY
LINE ITEM ADJUSTMENTS
APRIL 13, 2015

10-214-0570	TCDRS CONTRIBUTION	\$	8,761.00
10-215-0100	SALARY LIBRARIAN	\$	4,180.00
10-215-0520	WORKERS COMP	\$	50.00
10-215-0530	UNEMPLOYMENT EXPENSE	\$	40.00
10-215-0550	FICA TAX EXPENSE	\$	2,101.00
10-215-0570	TCDRS CONTRIBUTION	\$	3,205.00
10-216-0520	WORKERS COMP	\$	45.00
10-216-0530	UNEMPLOYMENT EXPENSE	\$	30.00
10-216-0550	FICA TAX EXPENSE	\$	1,379.00
10-216-0570	TCDRS CONTRIBUTION	\$	2,150.00
10-223-0110	SALARY PROB	\$	420.00
10-223-0200	ADULT PROBATION - SALARY CLERK	\$	10,000.00
10-223-0520	WORKERS COMP	\$	100.00
10-223-0530	UNEMPLOYMENT EXPENSE	\$	100.00
10-223-0550	FICA TAX EXPENSE	\$	4,220.00
10-223-0570	TCDRS CONTRIBUTION	\$	6,580.00
10-224-0520	WORKERS COMP	\$	25.00
10-224-0550	FICA TAX EXPENSE	\$	350.00
10-224-0570	TCDRS CONTRIBUTION	\$	545.00
10-226-0100	SALARY SUPPLEMENT DA	\$	860.00
10-226-0110	SALARY LEGAL ASST/CVC COORDINATOR	\$	1,680.00
10-226-0120	SALARY RECEPTIONIST	\$	400.00
10-226-0200	LONGEVITY	\$	(2,940.00)
10-227-0520	WORKERS COMP	\$	10.00
10-227-0550	FICA TAX EXPENSE	\$	92.00
10-227-0570	TCDRS CONTRIBUTION	\$	144.00
10-229-0520	WORKERS COMP	\$	(27,000.00)
10-229-0530	UNEMPLOYMENT EXPENSE	\$	(4,450.00)
10-229-0550	FICA TAX EXPENSE	\$	(324,047.00)
10-229-0570	TCDRS CONTRIBUTION	\$	(413,008.00)
10-230-0200	NONDESIGNATED EXPENSE - LONGEVITY PAY	\$	(137,780.00)
10-231-0520	WORKERS COMP	\$	125.00
10-231-0530	UNEMPLOYMENT EXPENSE	\$	20.00
10-231-0550	FICA TAX EXPENSE	\$	836.00
10-231-0570	TCDRS CONTRIBUTION	\$	1,304.00
10-233-0100	SALARY DIRECTOR	\$	2,980.00
10-233-0520	WORKERS COMP	\$	75.00
10-233-0530	UNEMPLOYMENT EXPENSE	\$	60.00
10-233-0550	FICA TAX EXPENSE	\$	3,282.00
10-233-0570	TCDRS CONTRIBUTION	\$	5,118.00

**WINKLER COUNTY
LINE ITEM ADJUSTMENTS
APRIL 13, 2015**

10-234-0100	SALARY ENGINEER	\$	800.00
10-234-0530	UNEMPLOYMENT EXPENSE	\$	75.00
10-234-0550	FICA TAX EXPENSE	\$	3,736.00
10-234-0570	TCDRS CONTRIBUTION	\$	5,826.00
10-235-0100	SALARY EMERG. COORDINATOR	\$	7,400.00
10-235-0520	WORKERS COMP	\$	100.00
10-235-0530	UNEMPLOYMENT EXPENSE	\$	70.00
10-235-0550	FICA TAX EXPENSE	\$	3,588.00
10-235-0570	TCDRS CONTRIBUTION	\$	5,596.00
10-238-0100	SALARY DIRECTOR/LIAISON	\$	1,640.00
10-238-0200	HUMAN RESOURCE DEPARTMENT - SALARY CLERK	\$	940.00
10-238-0520	WORKERS COMP	\$	300.00
10-238-0530	UNEMPLOYMENT EXPENSE	\$	167.00
10-238-0550	FICA TAX EXPENSE	\$	9,788.00
10-238-0570	TCDRS CONTRIBUTION	\$	15,264.00
10-243-0100	JUVENILE PROBATION - SALARIES	\$	480.00
10-243-0130	JUVENILE PROBATION - LONGEVITY	\$	(480.00)
10-300-0010	SALARY COMMISS PCT 1	\$	480.00
10-300-0019	SALARY COMMISS PCT 2	\$	3,840.00
10-300-0030	SALARY COMMISS PCT 3	\$	4,320.00
10-300-0040	SALARY COMMISS PCT 4	\$	1,920.00
10-300-0520	WORKERS COMP	\$	500.00
10-300-0550	FICA TAX EXPENSE	\$	18,028.00
10-300-0570	TCDRS CONTRIBUTION	\$	28,114.00
10-305-0100	SALARIES SUPVSR, GENERAL LABOR	\$	1,920.00
10-305-0520	WORKERS COMP	\$	400.00
10-305-0530	UNEMPLOYMENT EXPENSE	\$	105.00
10-305-0550	FICA TAX EXPENSE	\$	5,828.00
10-305-0570	TCDRS CONTRIBUTION	\$	9,088.00
10-311-0100	FOREMAN/EQUIP OPERATOR	\$	3,020.00
10-311-0110	EQUIP OPTR/TRUCK DRVR	\$	4,520.00
10-311-0520	WORKERS COMP	\$	2,200.00
10-311-0530	UNEMPLOYMENT EXPENSE	\$	170.00
10-311-0550	FICA TAX EXPENSE	\$	9,468.00
10-311-0570	TCDRS CONTRIBUTION	\$	14,765.00
10-312-0100	FOREMAN/EQUIP OPERATOR	\$	3,460.00
10-312-0110	EQUIP OPTR/TRUCK DRVR	\$	2,860.00
10-312-0520	WORKERS COMP	\$	2,200.00
10-312-0530	UNEMPLOYMENT EXPENSE	\$	160.00
10-312-0550	FICA TAX EXPENSE	\$	9,209.00

**WINKLER COUNTY
LINE ITEM ADJUSTMENTS
APRIL 13, 2015**

10-312-0570	TCDRS CONTRIBUTION	\$	13,931.00
10-401-0100	SALARY COUNTY ATTY	\$	180.00
10-401-0200	COUNTY ATTORNEY - SALARY SECRETARY	\$	760.00
10-401-0520	WORKERS COMP	\$	350.00
10-401-0530	UNEMPLOYMENT EXPENSE	\$	88.00
10-401-0550	FICA TAX EXPENSE	\$	12,145.00
10-401-0570	TCDRS CONTRIBUTION	\$	18,940.00
10-402-0100	SALARY COUNTY CLERK	\$	3,840.00
10-402-0200	COUNTY CLERK - SALARIES DEPUTY CLERKS	\$	7,180.00
10-402-0520	WORKERS COMP	\$	300.00
10-402-0530	UNEMPLOYMENT EXPENSE	\$	105.00
10-402-0550	FICA TAX EXPENSE	\$	10,770.00
10-402-0570	TCDRS CONTRIBUTION	\$	16,796.00
10-403-0520	WORKERS COMP	\$	250.00
10-403-0530	UNEMPLOYMENT EXPENSE	\$	52.00
10-403-0550	FICA TAX EXPENSE	\$	8,638.00
10-403-0570	TCDRS CONTRIBUTION	\$	13,471.00
10-404-0100	SALARY SHERIFF	\$	860.00
10-404-0110	SALARIES FIELD DEPUTIES	\$	8,220.00
10-404-0130	COUNTY SHERIFF - LONGEVITY PAY	\$	(42,000.00)
10-404-0160	COUNTY SHERIFF - CHIEF DEPUTY	\$	3,900.00
10-404-0170	COUNTY SHERIFF - CHIEF INVESTIGATOR	\$	1,380.00
10-404-0220	COUNTY SHERIFF - SALARY JAIL COOKS	\$	3,060.00
10-404-0231	COUNTY SHERIFF - SALARIES JAILERS	\$	27,100.00
10-404-0520	WORKERS COMP	\$	12,200.00
10-404-0530	UNEMPLOYMENT EXPENSE	\$	1,500.00
10-404-0550	FICA TAX EXPENSE	\$	92,924.00
10-404-0570	TCDRS CONTRIBUTION	\$	144,913.00
10-405-0100	SALARY ASSESSOR/COLLECTOR	\$	220.00
10-405-0200	TAX ASSESSOR/COLLECTOR - SALARIES DEPUTIES	\$	2,020.00
10-405-0520	WORKERS COMP	\$	400.00
10-405-0530	UNEMPLOYMENT EXPENSE	\$	181.00
10-405-0550	FICA TAX EXPENSE	\$	14,957.00
10-405-0570	TCDRS CONTRIBUTION	\$	23,324.00
10-408-0100	SALARY TREASURER	\$	1,920.00
10-408-0520	WORKERS COMP	\$	120.00
10-408-0530	UNEMPLOYMENT EXPENSE	\$	5.00
10-408-0550	FICA TAX EXPENSE	\$	4,501.00
10-408-0570	TCDRS CONTRIBUTION	\$	7,019.00
10-409-0100	SALARY DISTRICT CLERK	\$	4,080.00

**WINKLER COUNTY
LINE ITEM ADJUSTMENTS
APRIL 13, 2015**

10-409-0200	DISTRICT CLERK - SALARY DEPUTY CLERK	\$	4,840.00
10-409-0520	WORKERS COMP	\$	300.00
10-409-0530	UNEMPLOYMENT EXPENSE	\$	102.00
10-409-0550	FICA TAX EXPENSE	\$	10,610.00
10-409-0570	TCDRS CONTRIBUTION	\$	16,545.00
10-410-0520	WORKERS COMP	\$	125.00
10-410-0550	FICA TAX EXPENSE	\$	3,946.00
10-410-0570	TCDRS CONTRIBUTION	\$	6,154.00
10-411-0100	SALARY JP 2	\$	4,800.00
10-411-0520	WORKERS COMP	\$	85.00
10-411-0550	FICA TAX EXPENSE	\$	3,120.00
10-411-0570	TCDRS CONTRIBUTION	\$	4,866.00
10-415-0110	CONSTABLES - SALARY PRECINCT #1	\$	520.00
10-415-0120	CONSTABLES - SALARY PRECINCT #2	\$	1,440.00
10-415-0520	WORKERS COMP	\$	230.00
10-415-0550	FICA TAX EXPENSE	\$	1,751.00
10-415-0570	TCDRS CONTRIBUTION	\$	<u>2,730.00</u>

TO MOVE PAYROLL LIABILITIES TO EACH DEPARTMENT

10-230-0221	SICK TIME BUY OUT	\$	3,982.00
10-230-0550	FICA EXPENSE	\$	(3,982.00)
AMD-FICA EXPENSE TO SICK TIME BUY OUT PAID 2/24/15			
10-316-0791	PRINCIPAL LEASED EQUIPMENT	\$	61,001.00
10-316-0803	INTEREST LEASED EQUIPMENT	\$	6,820.00
10-316-0770	CONSTRUCTION MATERIALS	\$	(67,821.00)
AMD-CONSTRUCTION MATERIALS TO PRINCIPAL AND INTEREST			

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

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

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

At 10:00 o'clock A.M. bidding for asphalt and aggregate for 2015 paving project was declared closed and the bids received were opened, tabulated and compared. A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to accept the following bids for 2015 paving project:

1. Capitol Aggregates – aggregate

WINKLER COUNTY
SPECIFICATIONS
2015 PAVING MATERIALS
AGGREGATE

The Commissioners' Court of Winkler County, Texas will receive sealed bids for the purchase of Class A Aggregate to be used in the 2015 Paving Project. Sealed bids will be received until 10:00 a.m., April 13, 2015, at which time said bids will be opened and read aloud. Bids received after that date and time will be returned to the bidder unopened.

Bids must be submitted in a sealed, opaque envelope and marked on the face "AGGREGATE BID". Bidders are required to submit the original and five copies of their bid using the enclosed bid form. Bids may be mailed to the Winkler County Auditor, Drawer O, Kermit, Texas 79745, or hand delivered to the office of the County Auditor, First Floor Courthouse, Kermit, Texas. Any exceptions to specifications shall be noted and indicated on attachment to bid. The Commissioners' Court reserves the right to reject any and all bids and to waive any irregularities or informalities in any bid received.

Winkler County estimates that the amount of aggregate required for the 2015 Paving Project will be approximately 1000 cubic yards of Class A, P.B. Grade # 5 Aggregate and 250 cubic yards of Class A, Grade #3 Aggregate. The accepted bid price PER CUBIC YARD of Aggregate will determine the accurate total amount of materials needed. Price bid shall be the total unit price PER CUBIC YARD of aggregate, F.O.B. Kermit, Texas without exempt State and Federal taxes, and such price, if accepted and awarded by the Commissioner's Court, shall remain firm of all shipment of aggregate required until December 31, 2015. Tax Exemption certificates will be furnished to the successful bidder.

Shipment of aggregate shall be made in full truck load lots delivered on location as instructed by Winkler County Commissioner Robbie Wolf.

MATERIAL SPECIFICATIONS

MATERIALS:

Aggregate shall be composed of sound, clean and durable particles of gravel, free of dust, organic matter and other foreign material. Aggregate shall conform to the test and requirements of the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridge, Item 302.

TYPE AND CLASS:

Aggregate shall be Class A, P.B. Grade #5 and Class A, Grade #3.

GRADE:

When Tested by Test Method Tex-200F, Part I, the gradation requirements for the aggregate shall be as follows:

GRADE NO. 5	PERCENT BY WEIGHT
Retained on 3/8 sieve	0 - 5
Retained on No. 4 sieve	50 - 86
Retained on No. 8 sieve	98 - 100

The aggregate shall not contain more than 1.0 percent loss from fine dust, clay-like particles and/or silt present when tested in accordance with Test Method Tex-217 F, Part I, Item 302, Table 2.

WINKLER COUNTY
BID FORM
2015 PAVING MATERIALS
AGGREGATE

The undersigned proposes to furnish the materials listed below at the prices indicated within the delivery time set forth, all prices F.O.B., Kermit, Texas without Federal Excise or State Sales Taxes.

The undersigned certifies that the materials offered herein meet the specifications set forth for such by the County of Winkler. Any deviations from said specifications are clearly and completely set forth on attached sheet or sheets.

It is understood that the Winkler County Commissioners' Court reserves the right to reject any and all bids, to waive all formalities.

BID PROPOSAL:

Grade No. 3, Class A, aggregate at Eight dollars and 00 cents per cubic yard.
(written) (written)

\$ 48.51
(numerical)

P. B. Grade No. 5, Class A aggregate as required and requested at Eight dollars and 00 cents per cubic yard.
(written) (written)

\$ 48.51
(numerical)

BIDDER: Capital Aggregates DATE: 3/2/15 By: David McGray
(Name of Company) (Signature)

Telephone No: 432-251-2988

Fax No: 432-6924

Rob Agnew
(Title)

P.O. Box 33240
(Street or P.O. Box)

San Antonio, TX 78265-3240
(City, State & Zip Code)

2. Western Emulsions, Inc. – CRS-2 and HFE 90

WINKLER COUNTY
BID FORM
2015 PAVING MATERIALS
ASPHALT

The undersigned proposes to furnish the materials listed below at the prices indicated within the delivery time and location set forth, all prices F.O.B., Kermit, Texas without Federal Excise or State Sales Taxes.

The undersigned certifies that the materials offered herein meet the specifications set forth for such by the County of Winkler. Any deviations from said specifications are clearly and completely set forth on attached sheet or sheets.

It is understood that the Winkler County Commissioners' Court reserves the right to reject any and all bids, to waive all formalities.

BID PROPOSAL:

	CRS-2	HFE 90	TAC AEP	TAC MC-30
PRICE PER GALLON	\$ <u>1.61</u>	\$ <u>1.50</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>
* SHIPPING CHARGES/ PER GALLON	\$ <u>.17</u>	\$ <u>.17</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>
* FUEL ADJUSTMENT/ CHARGES PER GALLON	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>
OTHER CHARGES	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>
TOTAL BID PRICE / PER GALLON	\$ <u>1.78</u>	\$ <u>1.67</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>

BIDDER: Western Emulsions, Inc DATE: 4/2/15 By: [Signature]
(Name of Company) (Signature)

Telephone No: 806-787-0557

Fax No: 806-799-1836

Regional Sales Dir.
(Title)

8516 Kennedy Dr.
(Street or P.O. Box)

Lubbock, TX 79423
(City, State & Zip Code)

* Subject to change with notification prior to shipping!

3. Heartland Asphalt Materials, Inc. – TAC AEP and
TAC MC-30 as sole source – no prices

WINKLER COUNTY
BID FORM
2015 PAVING MATERIALS
ASPHALT

The undersigned proposes to furnish the materials listed below at the prices indicated within the delivery time and location set forth, all prices F.O.B., Kermit, Texas without Federal Excise or State Sales Taxes.

The undersigned certifies that the materials offered herein meet the specifications set forth for such by the County of Winkler. Any deviations from said specifications are clearly and completely set forth on attached sheet or sheets.

It is understood that the Winkler County Commissioners' Court reserves the right to reject any and all bids, to waive all formalities.

BID PROPOSAL:

	CRS-2	HFH 90	TAC AEP	TAC MC-30
PRICE PER GALLON	\$ 1.75	No Bid	\$ 3.30	No Bid
* SHIPPING CHARGES/ PER GALLON	\$.01	No Bid	\$.01	No Bid
* FUEL ADJUSTMENT/ CHARGES PER GALLON	N/A	No Bid	N/A	N/A
OTHER CHARGES	\$ 0.00	No Bid	\$ 0.00	No Bid
TOTAL BID PRICE / PER GALLON	\$ 1.76	No Bid	\$ 3.31	No Bid

BIDDER: Winkler County DATE: 4/13/15 By: [Signature]

Telephone No: 817-788-9700

Fax No: 817-788-9706

* Subject to change with notification prior to shipping!

800 W. Airport Freeway Ste 400
Hurst, Texas 76054

Winkler County Emulsion Prices
4/13/15 thru 12/31/15
Headland Asphalt Materials
Allen Alexander
806-317-4181

Product	Price (\$ @ 5000 Gallons)	Delivery/ Freight \$	Delivered Price *
CRS-2	\$1.75	\$0.01	\$1.76
MAC-30	\$3.30	\$0.01	\$3.31
AE-P (Prime)	\$3.30	\$0.01	\$3.31
MC-30*	\$3.30	\$0.01	\$3.31
Emulsion	\$2.00	\$0.01	\$2.01
Sealcoat	\$2.00	\$0.01	\$2.01

* - Headland will provide MC-30 when requested. However, due to market volatility, price will be provided based upon requested delivery date.

* Prices are good for any quantity requested. No "Volume" discounts within Winkler County. However, the freight charges are only guaranteed for those quantities within Winkler County. Any quantity outside of Winkler County will be reviewed on a case by case basis.

Additional Charges:

Min Freight	\$ 5.00
Insurance	\$ 0.00
Handling Fee	\$ 0.00
Return Load	\$ 0.00

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

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

Following discussion regarding termination of Management Agreement between Preferred Hospital Leasing Kermit, Inc. ("Preferred") and Winkler County, a motion was made by Commissioner Neal and seconded by Commissioner Wolf to terminate Management Agreement between Winkler County Memorial Hospital and Preferred Hospital Leasing Kermit, Inc. with no damages, no litigation and no liquidated damages; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to adjourn the meeting; which motion became an order of the Court upon the following vote:

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

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK

32

04-13-2015