

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 10th day of August, 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
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

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

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

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 Stevens to approve the following consent agenda item(s):

- (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) Payment in the amount of \$100.00 to State Farm Fire and Casualty Company for surety bond for Christi Gonzales, Winkler County Community Supervision, for the period of July 20, 2015 through July 20, 2016, from budgeted funds
- (h) Service Contract Agreement between Winkler County and Total Office Solution of West Texas and payment in the amount of \$720.00 from budgeted funds for the following:

- 1. Xerox/Copy Centre C20 at Winkler County Sheriff's Office for the period of July 01, 2015 through June 30,

2016 - \$240.00; and

2. Xerox/Copy Centre C123/128/133 at Winkler County Attorney's Law Library for the period of July 01, 2015 through June 30, 2016 - \$480.00

(i) Payments for County Road paving projects from budgeted lateral road funds:

1. Capitol Aggregates, Inc. for gravel, County Road 206, in the amount of \$3,740.49;

2. Capitol Aggregates, Inc. for gravel, County Road 202, in the amount of \$3,894.47; and

3. Diamond A Ranch for caliche in the amount of \$2,805.00

(j) Pipeline Construction and Indemnity Contracts between Winkler County and Plains Pipeline, L.P. for the follow road crossings:

1. County Road 202 – 24" crude oil pipeline;

County Road Number 202
Precinct Number

PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT

State of Texas
County of Winkler

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

- The parties to this Agreement are Winkler County, Texas and (Plains Pipeline LP). Winkler County agrees to grant (Plains Pipeline LP) at their expense, the right to construct (i.e. road crossing for 24" pipeline) at County Road 202
- LAT: N031°47'39.79" LONG: W103°09'23.08" LAT: N031°47'40.12" LONG: W103°09'21.90"
- 3. CONDITIONS**
When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:
 - Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
 - Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
 - Applicant shall use only bore pipe or cased pipe. All subsurface pipe shall be cased.
 - The bore shall be no less than four feet (4') from the road on each side.
 - Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
 - Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
 - Applicant shall carry out all work to the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
 - Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 50 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
 - 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.
 - 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.
 - The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
 - Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TEXS form.
 - When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
 - Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.

- 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.
- 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.
- 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.
- 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.
- The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- 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.
- The costs associated with the location and identification of (Plains Pipeline LP)'s pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- Applicant shall, except in case of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

4. REMEDY ON DEFAULT

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

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

5. FURTHER WORK

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

County Road Number 202
Precinct Number

- 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.

6. LIABILITY AND INDEMNITY

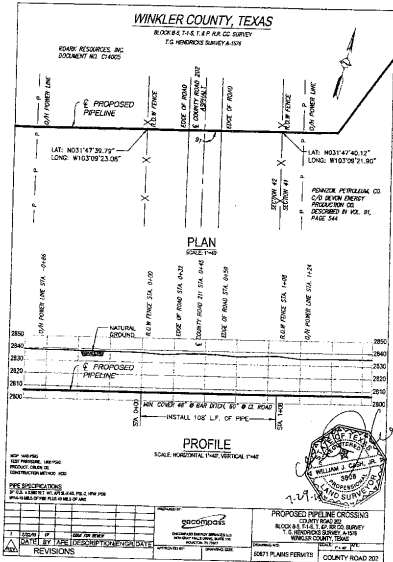
Applicant shall

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

7. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the 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.

- Winkler County does not presume to permit the placement of said line on private land or State highways, 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.
- (Plains Pipeline LP) hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
- (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 inspected and approved by the County after said removal.
- If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, (Plains Pipeline LP) agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.
- 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 obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.



2. County Road 205 – 20" crude oil pipeline; and

County Road Number 205
Precinct Number

PIPELINE CONSTRUCTION AND INDEMNITY CONTRACT

State of Texas
County of Winkler

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

1. The parties to this Agreement are Winkler County, Texas and (Plains Pipeline LP). Winkler County agrees to grant (Plains Pipeline LP) at their expense, the right to construct (i.e. road crossing for 20" pipeline) at County Road 205

LAT: N031°47'27"
LONG: W103°07'50"

3. 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 231, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.

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

c. Applicant shall use only bare pipe or cased pipe. All polyethylene pipe shall be cased.

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

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

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

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

h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.

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

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

k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.

l. Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-HG-TENS form.

m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.

n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.

County Road Number 205
Precinct Number

County Road Number 205
Precinct Number

13. 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 16th day of August, 2015, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this 18 day of August, 2015

WINKLER COUNTY
By: Charles M. Wolf
Winkler County Judge
(Plains Pipeline LP) By: Plains GP LLC
Its General Partner

By: George N. Polydoros Jr.
Title: Vice President
Address: 102 Dashi Drive, Suite 550
Midland, TX 79703
Telephone: 432-683-7633
Cellular Telephone:
Fax:

County Road Number 205
Precinct Number

County Road Number 205
Precinct Number

6. LIABILITY AND INDEMNITY

Applicant shall

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

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

7. ASSIGNMENT

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

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

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

10. (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 inspected and approved by the County after said removal.

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

12. 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 matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.

County Road Number 205
Precinct Number

County Road Number 205
Precinct Number

13. 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 16th day of August, 2015, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this 18 day of August, 2015

WINKLER COUNTY
By: Charles M. Wolf
Winkler County Judge
(Plains Pipeline LP) By: Plains GP LLC
Its General Partner

By: George N. Polydoros Jr.
Title: Vice President
Address: 102 Dashi Drive, Suite 550
Midland, TX 79703
Telephone: 432-683-7633
Cellular Telephone:
Fax:

4

08-10-2015

3. County Road 211 – 24" crude oil pipeline.

County Road Number 211

Precinct Number

PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT

State of Texas
County of Winkler

Comes now Winkler County Commissioners' Court, by and through **The Honorable Charles M. Wolf**, County Judge, and (**Plains Pipeline LP**), Applicant, which makes this a contract governing the installation of a (**crude oil**) pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are **Winkler County, Texas** and (**Plains Pipeline LP**). Winkler County agrees to grant (**Plains Pipeline LP**) at their expense, the right to construct (i.e. road crossing for **24"** pipeline) at County Road 211

2. LAT: N021°47'58.72" LONG: W103°08'36.45" LAT: N031°47'50.82" LONG: W103°08'36.13"

3. **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 assume all risks and liabilities pursuant to that Section.

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

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

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

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

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

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

h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.

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

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

k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.

l. Prior to commencement of any work, Applicant shall provide to Winkler County the required **1-800-HIG-TESS** form.

m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.

n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.

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 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**)s pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.

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

County Road Number 211

Precinct Number

4. **REMEDY ON DEFAULT**

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

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

5. **FURTHER WORK**

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

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

Road Bore (Revised March 11, 2015)

Page 1

County Road Number 211

Precinct Number

6. **LIABILITY AND INDEMNITY**

Applicant shall

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

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

7. **ASSIGNMENT**

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the 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.

8. 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.

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

10. (**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 inspected and approved by the County after said removal.

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

12. 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 obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.

Road Bore (Revised March 11, 2015)

Page 3

County Road Number 211

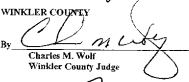
Precinct Number

13. 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.

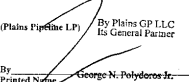
Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the **12** day of **August**, **20 11**, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this **10** day of **August**, **20 11**

WINKLER COUNTY

By 
Charles M. Wolf
Winkler County Judge

(Plains Pipeline LP)

By 
George N. Polydorov Jr.
Vice President

Address

10 Desha Dr. Suite 550
Houston, TX 77055

Telephone

281-683-9622

Cellular Telephone

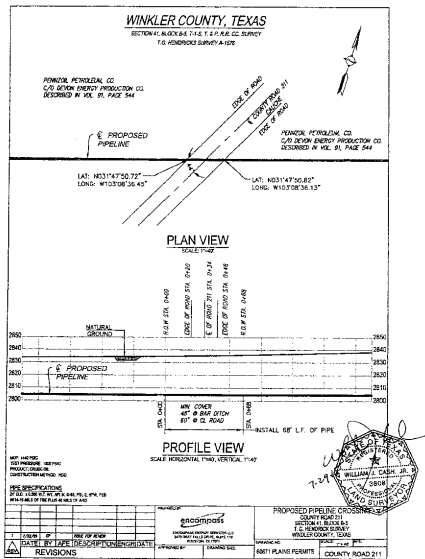
Fax

Road Bore (Revised March 11, 2015)

Page 4

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08-10-2015



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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive Annual Report of Minerva Soltero, Winkler County Tax Assessor-Collector; which motion became an order of the Court upon the following vote:

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



MINERVA SOLTERO
TAX ASSESSOR-COLLECTOR
WINKLER COUNTY
POST OFFICE DRAWER T
KERMIT, TEXAS 79745
(432) 586-3465

WINKLER COUNTY

ANNUAL REPORT STATISTICS - 2014

July 10, 2015

2014 TOTAL TAX LEVY \$ 11,837,123.02

DELINQUENT, AS OF JULY 1, 2015 \$ 320,556.94

(97.28% OF 2014 TAX LEVY COLLECTED)

REAL, PERSONAL & MOBILE HOME DELINQUENT \$ 107,796.32

MINERAL DELINQUENT \$ 212,760.62

AD VALOREM TAX - STATEMENT OF COLLECTIONS

Tax Assessor-Collector		Month	Year
Minerva Soltero		July	2015
County		Winkler	
TYPE OF REPORT		Monthly	XXX Annual

		COLLECTIONS	
C1.	Current Ad Valorem Tax	C1	
C2.	Variance - Current Tax	C2	+ 465.62
C3.	Variance - Delinquent Tax	C3	+ 4.42
C4.	Penalty and Interest From Current Collections		
	from February 1 to June 30	C4	32,045.21
C5.	Delinquent Ad Valorem Tax	C5	248,596.60
C6.	Penalty and Interest from Delinquent Collections	C6	70,026.58
C7.	15% Attorney Fees		
	Current Tax: Delq. Tax	C7	47,556.02
C8.	Total Collections (Add C1 thru C7)	C8	399,724.45
C9.	Beer and Wine License	C9	1,615.00
C10.	Total Tax Levy From Tax Roll Statement		
	FOR ANNUAL REPORT ONLY	C10	11,837,123.02
C11.	TOTAL CREDITS (ADD C8,C9,C10)	C11	12,238,462.47

		DEBITS	
D1.	Commission Paid to Delinquent Tax Attorney		
	Paid from Distribution Report	D1	47,556.02
D2.	Redemption Penalty Paid to CAD		
	Paid from Weekly Remittance Reports	D2	70.69
D3.	Commission on Beer and Wine License	D3	80.75
D4.	Weekly Remittances Covering This Report		
	Final Remittance to Balance This Report	D4	
	CK # 07/ /2015		
D5.	AMOUNT DUE COUNTY	D5	11,820,028.88
D6.	Erroneous Assessments (For Annual Report)	D6	50,352.51
D7.	Delinquent Taxes (For Annual Report)	D7	320,556.94
D8.	Refund (Manually Generated) Supplement #2014-110	D8	-183.30
D9.	TOTAL DEBITS	D9	12,238,462.47



MINERVA SOLTERO
WINKLER COUNTY
TAX ASSESSOR-COLLECTOR
P. O. DRAWER T
KERMIT, TX 79745
(432) 586-3465

July 28, 2015

Road & Bridge Fees (January, 2014 - December, 2014)

Vehicles registered in calendar year - 8,225

Road & Bridge Fee @ \$7.50 \$61,687.50

Road & Bridge Fee @ \$10.00 \$82,250.00

Increase in revenue \$20,562.50

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve payment in the amount of \$4,206.50 Yellowhouse Machinery Co. for repair parts for County-wide equipment from committed County-wide funds; which motion became an order of the Court upon the following vote:


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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve purchase from Kirby-Smith Machinery, Inc. for Bomag BW27RH Pneumatic Roller in the amount of \$40,000.00 from committed lateral road funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to maintain optional vehicles registration fees at \$7.50 for calendar year 2016; which motion became an order of the Court upon the following vote:

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




Imposition of Optional Fees
Calendar Year 2016

INSTRUCTIONS: Complete and return this form (including court orders, if required) to the TxDMV via email, DMV_OptionalCountyFeeUpdates@TxDMV.gov, or fax (512) 465-4116.

Please submit as soon as possible, but no later than **Friday, August 21, 2015**.

County Name: Winkler

SELECT ONLY ONE OPTION BELOW:

☒ **OPTION A** – No change. This county will charge the same fees in 2016. 
Submit this form to TxDMV. A copy of the commissioners court order is **NOT** required.

OR (Lift @ 7.50)


☐ **OPTION B** – The commissioners court has approved fee changes for 2016.
Enter amounts for each fee, even those that did not change. Enter zero (0) where applicable.
Calendar Year 2016 fees to be collected by your county:
Road and Bridge Fee: \$ _____
Child Safety Fee: \$ _____
Transportation Project Fee (applicable to Bexar, Cameron, El Paso, Hidalgo and Webb counties only): \$ _____
Total Fees to be collected for 2016: \$ _____
For Option B, submit this form and a photocopy of the commissioners court order.

Thank you, we appreciate your participation!

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve the following Sheriffs' and Constables' Fees for 2016;

Sheriffs' and Constables' Fees

Page 1 of 1



2015 Sheriffs' and Constables' Fees

WINKLER COUNTY Fees		2016
Fee Name	Fee Amount	
Notices:		
Subpoenas	\$ 60.00	\$ 75.00
Summons	\$ 60.00	\$ 75.00
Writ of Attachment	\$ 125.00	\$150.00
Writ of Garnishment	\$ 125.00	\$150.00
Writ of Sequestration	\$ 125.00	\$150.00
Orders of Sale	\$ 125.00	\$150.00
Writ of Possession	\$ 125.00	\$150.00
Forcible Detainer	\$ 75.00	\$100.00
Service Fees:		
Small Claims Citation	\$ 60.00	\$ 75.00
Judicial Court Citation	\$ 60.00	\$ 75.00
All other Court Citations	\$ 60.00	\$ 75.00
Other Service Fees:		
Posting Notices	\$ 20.00	\$ 50.00
Citation by Publication	\$ 60.00	\$ 75.00
Notice to Show Cause	\$ 60.00	\$ 75.00
Notice by Publication	\$ 60.00	\$ 75.00
Notice of Trustee Sale	\$ 60.00	\$ 75.00
Precept to Serve	\$ 60.00	\$ 75.00
Writ of Preclosure	\$ 125.00	\$150.00
Writ of Habeas Corpus	\$ 125.00	\$150.00
Writ of Injunction	\$ 75.00	\$125.00
Temporary Restraining Order	\$ 75.00	\$100.00
Fees for Sale of Real Estate by Auction 20 Percent of Sale, 2 Percent		
Address 1		
Tax Ident		
Address P.O. Box 850		
Additional Address		
City, State Zip Address TX 79742		
Phone 432-586-3661		
Fax		

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

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve the purchase of two (2) Lucas units and accessories in the amount of \$32,113.40 from Tobacco Settlement Proceeds for Winkler County EMS; which motion became an order of the Court upon the following vote:

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

Winkler County EMS

Date:8/1/2015

Purchase Order #:WCEMS08112015

Bill to:

Customer #

Account Name:Winkler County EMS

Address:1310 Bellaire Street

City, St, Zip:Kermit, TX, 79745

Ship to (Where devices are physically shipped):

Customer #

Account Name:Winkler County EMS

Address:1310 Bellaire Street

City, St, Zip:Kermit, TX, 79745

End User (Where device will be placed):

Customer #

Account name:Winkler County EMS

Address:1310 Bellaire Street

City, St, Zip:Kermit, TX, 79745

Contact Name:James Everett- EMS Chief

Contact Phone #:432-986-2055

Is Order Tested?YesNo

Exempt Please Provide Exemption Info:State: (attach exemption document if applicable)

Sales Consultant:Michael Nelson

FOB:FOB REDMOND

Shipping:REDMOND

Terms:NET 30

Bill To Customer Contact:

Name:James Everett

Title:EMS Chief

Phone:432-986-2055 (office) 432-922-0020 (cell)

Fax:614-614-6146

Vendor:Winkler County EMS

Quote #:

1287

See attached quote for the detail of items ordered.

TOTAL \$ AMOUNT OF PRODUCTS PURCHASED:31,465.08

Line #	Category	Description	Quantity	Unit Cost	Extended Cost
1		See Quote # 1287 LUCAS DEVICES	2.00		
2					
3					
4					
5					

VENDOR/SUPPLIER:Physio-Control, Inc.
P.O. Box 9706
Redmond, WA 98073-9706

Subtotal:Estimated Freight
Subtotal:5.0000%

Sales Tax (Error local rate)

ESTIMATED PO AMOUNT

Comments:

Print Name

Authorized Signature

Date

Agree:

ACTUAL TAXES, FREIGHT AND HANDLING FEES SHOULD BE ADDED AT TIME OF SHIPMENT IF APPLICABLE

A REVISED PO IS REQUIRED FOR ANY CHANGES TO PRODUCT OR QUANTITIES PURCHASED.

GRAND TOTAL FOR THIS QUOTE

USD 31,465.08

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

Signature:James Everett

Signature:Charles M. Nelson

Signature:County Judge

TITLE:County Judge

TITLE:

TITLE:

DATE:8-14-15

DATE:

DATE:

MN20730302015282

Notes:
Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.
Above pricing valid only if all items in quote are purchased (optional items not required).
To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 (days) of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.
In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.
Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriateness of the discount extended on the bundle when buying any reporting obligations it might have.
If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or
http://www.physio-control.com/uploads/1/1e/1e3/products/serviceplans/TechnicalServiceAgreement.pdf

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.
Pricing
Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 9706, Redmond, Washington 98073-9706.
Payment
Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:
• Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
• International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.
Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.
Delivery
Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment

PHYSIO-CONTROL

Physio-Control, Inc.
11611 Wilcox Road NE
P.O. Box 9706
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800-442-1142
fax 800-732-0956

To:Chief James Everett
WINKLER COUNTY EMS
1310 BELLAIRES ST
KERMIT, TX 79745
(432) 586-2055
winklercountyems@abqglobal.net

Quote Number:00006774
Revision #:1
Created Date:8/11/2015
Sales Consultant:Michael Nelson
FOB:Redmond, WA
Terms:All quotes subject to credit approval and the following terms and conditions
NET Terms:NET 30
Expiration Date:8/17/2015

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000024	LUCAS 2.2 Chest Compression System INCLUDES BASE UNIT WITH BACK PLATE, CARRYING BAG, TWO (2) PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	2.00	15,229.00	-2,609.35	12,619.65	25,221.30
11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	2.00	712.40	-92.61	619.79	1,239.58
11576-000055	LUCAS 2 Power Supply Cord	2.00	358.80	-58.85	300.15	600.30
11576-000060	LUCAS 2 Stand-alone Battery Charger	2.00	1,126.40	-184.45	941.95	1,883.90
LUCAS-GDUMP-1-POS	LUCAS Service - 1 YEAR Ship In Comprehensive Coverage.	2.00	1,295.00	-129.50	1,165.50	2,331.00
	Subtotal					USD 31,280.08
	Estimated Tax					USD 0.00
	Estimated Shipping & Handling					USD 185.00
	Grand Total					USD 31,465.08

Pricing Summary Totals

List Price Total:USD 37,428.20

Total Contract Discounts Amount:USD -1,623.40

Total Discount:USD -4,325.72

Trade In Discounts:USD 0.00

Tax + S&H:USD 185.00

Quote Number: 00006774

Notes: In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays
Delivery dates are approximate. Physio-Control, Inc. will not be liable for any items or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns
Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploads/1/1e/1e3/products/returnpolicy_030605_2.pdf.

Service Terms
All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploads/1/1e/1e3/products/serviceplans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty
Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity
Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Disclaimer
a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.


Quote Number: 00006774

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve purchase of 2016 Polaris RZR 1000-4 Blue Metallic in the amount of \$21,816.97 from Tobacco Settlement Proceeds for Winkler County EMS; which motion became an order of the Court upon the following vote:

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

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08-10-2015



DEALER INVOICE

GARNER'S YAMAHA, L.L.C.

320 N. DAL PASO
HOBBS, NEW MEXICO 88240



(505) 391-9933

FAX (505) 397-0285

PURCHASER
WINKLER COUNTY EMS

HOME PHONE
BUSINESS PHONE
DATE

STREET
CITY
STATE
ZIP

DRIVER'S LIC. NO.
BIRTH DATE
SOCIAL SECURITY NUMBER

DESCRIPTION OF PURCHASE

NEW
NEW
SERIAL NO.
MODEL
RZR 1000-4
YEAR
2016

DESCRIPTION OF TRADE-IN

MAKE
MODEL
YEAR
SERIAL NO.
MOTOR NO.
ODOMETER

ACCESSORIES

2016 RZR 1000-4 EPS
ELECTRIC BLUE
MSRP: \$22,299
2880789
2879937
2880166-458
TOTAL

PURCHASE AGREEMENT

SALE PRICE
FREIGHT
DEALER PREP
ACCESSORIES
SUB-TOTAL
TRADE-IN ALLOWANCE
TAXABLE DIFFERENCE
SALES TAX
EXTENDED SERVICE AGREEMENT
INSURANCE
DOCUMENTATION FEES
LICENSE & TITLE TRANSFER FEES
TOTAL PRICE
LESS TODAY'S DOWN PAYMENT
BALANCE DUE

2016 RZR 1000-4 EPS
ELECTRIC BLUE
MSRP: \$22,299
2880789
2879937
2880166-458
TOTAL

\$699.99
\$499.99
\$279.99
\$1,479.97

\$20,287.00

\$1,479.97
\$21,766.97

\$21,816.97

\$21,816.97

LEAD
MKT DATE
USED CYCLE - SOLD "AS IS"

I AGREE THAT THE BALANCE WILL BE PAID BY ☐ CASH, ☐ CASHIER'S CHECK, OR BY THE EXECUTION OF A ☐ RETAIL INSTALLMENT CONTRACT, OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY.

THE TERMS AND CONDITIONS ON BOTH THE FACE AND REVERSE SIDE OF THIS BILL OF SALE COMPREHEND THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE AND NO OTHER AGREEMENT OF ANY KIND, VERBAL UNDERSTANDING OR PROMISE WHATSOEVER WILL BE RECOGNIZED. UPON FAILURE OR REFUSAL OF THE PURCHASER TO COMPLETE THIS AGREEMENT FOR ANY REASON, ALL OR PART OF THE CASH DEPOSIT MAY BE RETAINED AS LIQUIDATED DAMAGES. THE PURCHASER CERTIFIES HE/SH/IS OF LEGAL AGE AND HEREBY ACCEPTS AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS BILL OF SALE.

TANNER(575)391-9933/FAX(575)397-0285

SALESPERSON
PURCHASER
CO-PURCHASER

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve purchase of three (3) Media Evaporative Coolers for Kermit County Barn in the amount of \$5,092.23 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve purchase of two (2) tractor mowers, one (1) for Precinct No. 2 and one (1) for Precinct No. 3, in an amount not to exceed \$21,475.00 each, from committed County-wide funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve purchase of one (1) John Deere ProGrator, Model Number 2020A, for Winkler County Golf Course from Austin Turf & Tractor, in the amount of \$20,883.28 from committed County-wide funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve payment to Diesel Testers, Inc. for repairs to the Wink Volunteer Fire Department Rescue Truck in the amount of \$2,640.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

Following discussion, a motion was made by Commissioner Thompson and seconded by Commissioner Stevens to table approving Consultation, Interpretation & Guidance Services Agreement between Winkler County and

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08-10-2015

Eligibility Tracking Calculators, LLC for the period of January 01, 2015 through December 31, 2015, in the amount of \$7,000.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve purchase of office furniture from Texas Correctional Industries for County Judge's Office in an amount not to exceed \$4,600.00 from Capital Expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve purchase of Xerox WC5325P copier for Winkler County Library in the amount of \$4,995.00 from committed copier funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Gulf Coast Trades Center Contract for Residential Services between Winkler County and Gulf Coast Trades Center, Inc. for the period of September 01, 2015 through August 31, 2016; which motion became an order of the Court upon the following vote:

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

STATE OF TEXAS
COUNTY OF WALKER

§
§
§

GULF COAST TRADES CENTER
CONTRACT FOR RESIDENTIAL SERVICES
Contract Term: September 1, 2015 – August 31, 2016

The WINKLER County Juvenile Probation Department (collectively referred to as "Juvenile Probation" and Gulf Coast Trades Center, Inc., 143 Forest Service Road #223, New Waverly, Texas 77358, hereinafter called the Service Agency, by this agreement and in consideration of the mutual promises set forth below, have agreed as follows.

I. SERVICES

Service Agency will provide the following services:

- A. Room
- B. Board
- C. Clothing, Personal Hygiene Items, Hair Cuts
- D. Supervision by Qualified Adults
- E. Casework Services
- F. Counseling Services
- G. Individualized Program Plan
- H. School
- I. Vocational Training

II. FEES

- A. Levels of care and services to be provided at each level are those defined in the Texas Health and Human Services Commission rate schedule for Purchase of Services. These fees do not exceed the maximum rates allowed in the latest Texas Juvenile Justice Department/Health and Human Services Maximum Rate Schedule.

For and in consideration of the above mentioned services, the Juvenile Probation agrees to pay the Service Agency:

Moderate Level (LOC 3 & 4M) Facility \$103.03 per day
Specialized Level (LOC 4S) Facility \$148.11 per day

in the event the per diem rate schedule changes, the amended rates shall be honored without amendment to the agreement.

- B. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency prior to the client's re-entry in the community, and that the Service Agency must retain space for this client until his return, Juvenile Probation will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time. (Students, if eligible, and approved by the Chief Juvenile Probation Officer is allowed an authorized paid furlough to do job search and obtain employment applications prior to completion of the program.)

- H. Unless otherwise stipulated by Juvenile Probation, the client may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies, procedures, privileges and level system.

IV. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Contract and to review Juvenile Probation juvenile records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Service Agency and the client when deemed necessary.
- B. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Probation and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records. Gulf Coast Trades Center utilizes Generally Accepted Accounting Principles in all its financial transactions.
- C. The Service Agency agrees to maintain these records for three (3) years after the final payment or until the state-approved audit has been made and all questions there from are resolved.
- D. Service Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the auditor or investigation, including providing all records requested. Service Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- E. The Service Agency shall use Generally Accepted Accounting Principles (GAAP).

V. GOALS, OUTPUTS, AND MEASURABLE OUTCOMES

- A. The Service Agency agrees to pursue the goals and values of the Juvenile Probation through providing services to clients which enable client growth and development to the client's fullest potential. This development will be through provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional, and behavioral catharsis.
- B. The Service Agency shall provide the Juvenile Probation, within ten working days, information which outlines the services provided to clients. These output measures may include, but are not limited to:
 - 1. Average length of stay of clients.
 - 2. Specific types of milieu implemented by the Service Agency.
 - 3. Average number of counseling hours provided each client daily, weekly, or monthly.

- C. If a client makes an unauthorized departure from the Service Agency, Juvenile Probation shall be notified immediately. If the client returns to the Service Agency within ten (10) days, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten (10) days payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction.
- E. Payment is to be made monthly, or at the termination of the residential period of the client, if sooner. Claim for payment will be submitted by Service Agency no later than ten (10) days from the last day of the month for which payment is being requested.

III. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff and the assigned personnel. A copy of the IPP shall be sent to the assigned personnel no later than six weeks after placement.
- B. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how, if at all, the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Juvenile Justice Code.
- C. The goals in the IPP shall be reviewed jointly by the appropriate Service Agency staff, the juvenile, and the assigned personnel staff at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when needed. Copies of the IPP and the periodic reviews are to be maintained by the Service Agency and the appropriate personnel staff.
- D. The Service Agency shall remain in telephone contact with assigned personnel staff regarding client's progress and provide a written report of progress upon request, but no less than one time per month.
- E. If a client in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the client's probation officer or other probation staff within a twenty four hour period following the incident and ensure that parents, proper authorities, the Texas Department of Protective and Regulatory Services, or the police are notified if appropriate. A written incident report and/or police report will be sent to the assigned probation officer no later than five (5) working days after the occurrence.
- F. Juvenile Probation reserves the right to terminate the client's placement at the Service Agency at its discretion. The Service Agency will not release the client to any person other than Juvenile Probation without the express consent of appropriate personnel.
- G. The Service Agency will obtain prior approval from appropriate personnel before the client's participation in any furloughs, home visits, or extended agency trips.

- 4. Number and types of reporting measures.

- C. The Service Agency agrees to furnish Juvenile Probation, within ten working days, annual indicators which express the effectiveness of the Service Agency in providing public benefit. These measurable outcomes may include:

- 1. The percentage of clients successfully completing the program.
- 2. The percentage of clients who are re-united with family or guardians.
- 3. The percentage of youth who were placed on jobs.

VI. DEFAULT

- A. Juvenile Probation may by written notice of default to the Service Agency, terminate the whole or any part of this Contract in any one of the following circumstances:
 - 1. If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 - 2. If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days for such extension as authorized by County Juvenile Probation Department, in writing after receiving notice of default.

VII. LICENSING

- A. The Service Agency shall be licensed by the Texas Department of Protective and Regulatory Services for those programs which are under the licensing authority of the Texas Department of Protective and Regulatory Services.
- B. The Service Agency shall meet all other required licenses pertaining to health, fire and safety standards and shall provide copies of the most recent report to the county probation department upon request.

VIII. FEE ASSESSMENT

- A. Clients nor their families will be assessed fees for services by the Service Agency. This does not preclude reasonable attempts to seek voluntary contributions from families of County juveniles for donations of clothing, personal articles, and funds to assist in support of a client's rehabilitation.
- B. Under Section 231.006, Family Code, the Service Agency certifies that the individual or business entity named in this contract is not indigible to receive the specific grant or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- C. The Service Agency will adhere to all applicable state and federal laws and regulations pertinent to the contractor's provision of services.
- D. The Service Agency shall account separately for the receipt and expenditure of any and all funds, including those from the Texas Juvenile Probation Commission received under this contract.

- E. Under Provision 4.11.2.4 from the Texas Juvenile Probation Commission, payment for services rendered may be paid partly or wholly with Texas Juvenile Probation Commission State Funds.
- IX. TERMINATION
- A. This contract may be terminated without fault or cause by either party by giving at least ten (10) days written notice of the intention to terminate by certified mail, facsimile transmission, or personal delivery to the other party.
- X. INDEMNITY AND HOLD HARMLESS
- A. Gulf Coast Trades Center shall indemnify and hold Juvenile Probation harmless from and against any and all loss, claim damage liability fee or expense (including reasonable attorney fees) arising or alleged to arise from any act or omission of Contractor or any of its agents, servants, employees, and subcontractors. The foregoing indemnity shall survive the termination of this contract.
- XI. MEDICAL
- A. The Referral Agency agrees that it shall be liable and responsible for the client's emergency medical and dental costs encumbered during the client's stay at the Service Agency. The Referral Agency will only be liable for the client's non-emergency medical and dental costs of the Service Agency unless it seeks and obtains approval from Referral Agency prior to incurring such costs. The Service Agency agrees to notify the Referral Agency of any unusual medical costs to be incurred. The Service Agency will accept Medicaid eligible clients. The Service Agency will apply for Texas Juvenile Probation Commission Medicaid for each child entering the program when applicable.
- XII. EQUAL OPPORTUNITY
- A. Services shall be provided by the Referral Agency in full compliance with all civil rights laws and regulations, and that there shall be no discrimination of race-color, creed, sex, national origin, religious preference, in performance of any and all duties outlined by this Agreement. All programs and services provided by the Referral Agency under this Agreement shall be provided in accordance with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000c (i)). Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 3 et seq.), Age Discrimination Act (42 U.S.C. 6101 et seq.) and all federal rules and regulations, state laws and executive orders as applicable.

- XIII. TERM
- A. The initial term of this contract will begin on September 1, 2015 and terminate on August 31, 2016. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.
- XIV. Prison Rape Elimination Act (PREA)
- A. Service Provider shall comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- B. Under PREA, Service Provider shall make available to the Chief Juvenile Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387 c and (f)].

Gulf Coast Trades Center, Inc.

Dale Underwood, Ed D.
Executive Director

7/30/2015
Date

WINKLER County Juvenile Probation

Chief Juvenile Probation Officer

Date

County Judge

Date

GULF COAST
143 FOREST SERVICE RD #233
NEW WAVERLY, TEXAS 77358



TRADES CENTER
PHONE: (936) 344-6677
FAX: (936) 344-2186
E-MAIL: GCTC@GCTCW.ORG

DALE UNDERWOOD, Ed D. - EXECUTIVE DIRECTOR

July 30, 2015

WINKLER
COUNTY CHIEF JUVENILE PROBATION OFFICER
PO BOX 822
KERMIT, TEXAS 79745-0822

Enclosed is the 2015/2016 contract between your agency and Gulf Coast Trades Center and signed by Mr. Dale Underwood, President. If you agree with the contract, sign and date the contract.

You can email a scanned copy of the contract to Jennifer.Merrill@gctcw.org

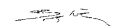
To request copies of the following documents for audit purposes please send an email to Jennifer.Merrill@gctcw.org and a packet will be returned by email.

Current Licenses, Listing of Professional Staff, Liability Insurance, Texas Juvenile Probation Commission Affidavit, Certificate of Account Status (General Accepted Accounting Principles), and Health and Fire inspections, Licensed Professional Certificates.

If you have any questions or concerns, please do not hesitate to call me at 936-344-7825 or Mrs. Merrill at 936-344-7862 or email me at Johnny.Munoz@gctcw.org or Mrs. Merrill at Jennifer.Merrill@gctcw.org.

Sincerely,

Johnny Munoz


Admissions & Marketing Director
Office: 936-344-7825
Cell: 936-525-0544

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Statement of Agreement between Winkler County and West Texas Centers for period of September 01, 2015 through August 31, 2016 in the amount of \$6,000.00 per year, to be paid in twelve (12) monthly payments of \$500.00 each, from budgeted funds; which motion became an order of the Court upon the following vote:

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

STATEMENT OF AGREEMENT
BETWEEN
WEST TEXAS CENTERS
AND
WINKLER COUNTY COMMISSIONER'S COURT

Kermit, Texas

September 1, 2015

In order to assure the accessibility of mental health and intellectual and developmental disability services when needed by any resident of Winkler County at a cost prohibitive to none, as authorized under the Texas Mental Health Mental Retardation Act (Article 5547-201 section 1.01 a., b., c., d., e., the Commissioner's Court of Winkler County (the County) enters into this agreement with West Texas Centers (the Center).

THE COUNTY AGREES TO:

1. Provide funds to the Center totaling SIX THOUSAND DOLLARS (\$6,000.00) per year to assist in maintaining the operation of the Winkler County Mental Health Center. This amount shall be paid to the Center in twelve (12) monthly payments of FIVE HUNDRED DOLLARS (\$500.00). Payments will be made to the Center in care of the Chief Financial Officer at 499 Runnels, Big Spring, TX 79720.
2. Furnish an office suitable for the efficient operation of the Winkler County Mental Health Center. This shall include post office box, telephones and all other utilities.
3. Furnish general office equipment and supplies for the Center.
4. Allow the center to supervise and administer mental health and intellectual and developmental disability services in compliance with standards set forth by Texas Administrative Code, the Health and Human Services Commission, Department of Aging and Disability Services, Department of State Health Services, Mental Health Community Standards and Rules of the Commissioner.
5. Register any complaints or questions through the Chief Executive Officer.

THE CENTER AGREES TO:

1. Provide sufficient staff to offer mental health and intellectual and developmental disability services in Winkler County. Services will be in compliance with the standards set forth by Texas Administrative Code, the Health and Human Services Commission, Department of Aging and Disability Services, Department of State Health Services, Mental Health Community Standards and Rules of the Commissioner.

Winkler County Agreement
FY16

2. To continually promote and upgrade communications and services allowing both the community and the Center to offer better services to citizens and consumers.
 3. Furnish all staff training, travel expenses, postage, medications, medical equipment and medical supplies.
- IT IS MUTUALLY AGREED THAT:

1. The term for this agreement will be for a period of twelve months beginning September 1, 2015 and terminating August 31, 2016. Subsequently, a review will be conducted annually for the purpose of making revisions that might be required. Either party may request an additional review of this agreement at any time.
2. The contract shall renew on an annual basis subject to approval by the Commissioner's Court of Winkler County and West Texas Centers.
3. Fees charged and collected from consumers for services shall be retained by the center. No consumer is refused services solely on an inability to pay.
4. This agreement may be canceled by either party by giving written notice to the other party thirty (30) days in advance.

Signed this _____ day of _____, 2015.

WEST TEXAS CENTERS

By: Shelley Smith
Shelley Smith, LMSW
West Texas Centers
Chief Executive Officer

We, the Commissioners Court of Winkler County have reviewed the Statement of Agreement with West Texas Centers and do hereby approve as evidenced by signature.

WINKLER COUNTY

By: _____
Winkler County Judge
Charles Wolf for
Winkler County Commissioners Court

Winkler County Agreement
FY16

2

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve salary schedule change(s) to add, Doctor \$250,000.00 per year for Rural Health Clinic, for Winkler County Memorial Hospital; which motion became an order of the Court upon the following vote:

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

WINKLER COUNTY MEMORIAL HOSPITAL 2015 SALARIES SCHEDULE					8/11/2015
		CURRENT WAGE		Salary Biweekly	Yearly
		Low Hrly Wage	High Hrly Wage		
NURSING					
1	DIRECTOR OF NURSING	\$ 29.00	\$ 34.75		
	RN (FLOOR/ER)	\$ 23.33	\$ 30.33		
	RN - PRN		\$ 31.00		
8	LVN (FLOOR/ER)	\$ 17.83	\$ 22.91		
	LVN - PRN		\$ 22.00		
1	LVN-INFECTION CONTROL	\$ 17.83	\$ 22.91		
4	CNA	\$ 10.93	\$ 12.66		
	PRN C N A		\$ 12.00		
LABORATORY					
1	SUPERVISOR	\$ 21.08	\$ 28.00		
3	TECH	\$ 17.50	\$ 22.00		
	PRN TECH		\$ 20.00		
	WEEKEND TECH			\$750 PER WEEKEND	
RADIOLOGY					
1	SUPERVISOR	\$ 23.58	\$ 27.16		
1	TECH	\$ 21.00	\$ 23.58		
	PRN TECH		\$ 22.58		
	WEEKEND TECH			\$750 PER WEEKEND	
PHARMACY					
1	PHARMACIST			\$ 2,289.35	\$ 59,523.10
1	LVN TECH	\$ 11.58	\$ 22.00		
	PRN TECH		\$ 16.00		
PHYSICAL THERAPY					
1/2	CLERK	\$ 8.28	\$ 11.58		
INFORMATION TECHNOLOGIES					
1	COMPUTER TECH		\$ 26.08		
BUSINESS OFFICE					
1	BUSINESS OFFICE MANAGER	\$ 16.09	\$ 18.00		
4	INSURANCE BILLER	\$ 9.58	\$ 14.16		
1	DATA ENTRY CLERK	\$ 9.58	\$ 13.16		
4	ADMISSION CLERK	\$ 9.58	\$ 13.16		
1/2	PRN CLERK		\$ 9.00		

\$20 PER MONTH FOR EACH YEAR OF SERVICE

WINKLER COUNTY MEMORIAL HOSPITAL 2015 SALARIES SCHEDULE					8/11/2015
		CURRENT WAGE		Salary Biweekly	Yearly
		Low Hrly Wage	High Hrly Wage		
DIETARY					
1	SUPERVISOR	\$ 9.00	\$ 13.50		
3	COOK	\$ 9.00	\$ 12.16		
	PRN COOK				
HOUSEKEEPING/MAINTENANCE/LAUNDRY					
1	LAUNDRY	\$ 9.00	\$ 13.16		
1	MAINTENANCE WORKER		\$ 18.00		
3	HOUSEKEEPER	\$ 9.00	\$ 11.91		
MEDICAL RECORDS					
1	SUPERVISOR	\$ 17.08	\$ 22.06		
2	CLERK	\$ 9.58	\$ 13.79		
MATERIALS MANAGEMENT					
1	PURCHASING AGENT	\$ 10.00	\$ 13.66		
1/2	CLERK		\$ 11.58		
ADMINISTRATION					
1	ADMINISTRATOR			EXEMPT	\$ 200,000.00
1	ADMINISTRATION ASSISTANT	\$ 10.58	\$ 15.16		
DIRECTOR OF PERFORMANCE IMPROVEMENT					
1	DIRECTOR		\$ 19.75		
1/2	LVN-PART TIME		\$ 18.41		
RURAL HEALTH CLINIC					
1	MID-LEVEL PRACTITIONER	\$ 70.23			\$ 146,078.40
1	MID-LEVEL PRACTITIONER	\$ 70.23			\$ 146,078.40
1	MID-LEVEL PRACTITIONER	\$ 70.23		1/2 A YEAR	\$ 73,039.20
1	DOCTOR				\$ 250,000.00
1	CLINIC ADMIN MANAGER	\$ 15.00	\$ 20.40		
4	LVN	\$ 14.58	\$ 18.16		
2	CNA OR CMA	\$ 9.71	\$ 12.51		
2	INSURANCE BILLER	\$ 9.08	\$ 13.16		
2	RECEPTIONIST	\$ 8.71	\$ 11.00		
NOTES:					
1.	\$1.00 CALL PAY PER HOUR FOR MAINTENANCE, NURSING, LAUNDRY, REGISTRATION, RADIOLOGY, LABORATORY				
2	ER SHIFT DIFF 7 PM TO 7 AM - RN \$3.00 / LVN \$1.00 HRLY				
3	ER SHIFT DIFF 7 AM TO 7 PM - RN \$1.50 / LVN \$.50 HRLY				
4	LONGEVITY IS PAID TO EMPLOYEES AFTER FIVE YEARS OF SERVICE AT THE RATE OF				

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of July, 2015:

MONTHLY REPORTS

For the Month of <u>July 2015</u>		Date	Amount
Tommy Duckworth, Co Attorney Fee	<u>50.00</u>	Hot Check <u>65.00</u>	<u>8-11-15</u> <u>\$65.00</u>
Charles Wolf, County Judge		<u>8-10-15</u>	<u>\$6.00</u>
Minerva Soltero, Tax Assessor		<u>8-10-15</u>	<u>\$16,001.43</u>
Shethelia Reed, County Clerk		<u>8-6-15</u>	<u>\$18,569.11</u>
Glenda Mixon, JP Precinct #2		<u>7-8-15</u>	<u>\$4365.30</u>
Sherry Terry, District Clerk		<u>8-5-15</u>	<u>\$4392.71</u>
Erma Coleman, JP Precinct #1		<u>7-31-15</u>	<u>\$18,951.00</u>
George Keely, Sheriff			
Eric DeAnda, Probation			
Billy Stevens, Commissioner Precinct #1			
Robbie Wolf, Commissioner Precinct #2			
Randy Neal, Commissioner Precinct #3			
Billy Ray Thompson, Commissioner Precinct #4			
Jeanna Willhelm, Auditor Investment			
Eulonda Everest, Treasurer			
Lee Wilson, Constable Pct # 2			
Richard Crow, Constable Pct #1		<u>8-31-15</u>	<u>\$ 120.00</u>

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

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

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

At this time the Court entered into Budget Workshop.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve adoption of proposed 2016 Budget for Winkler County; which motion became an order of the Court upon the following vote:

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

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

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

MINUTES approved the _____ day of _____, 20____.

COUNTY CLERK