

**COMMISSIONERS' COURT
OF WINKLER COUNTY, TEXAS
REGULAR MEETING**

TIME: 9:00 O'CLOCK A.M.
DATE: MONDAY, JANUARY 25, 2021
PLACE: VIRTUAL MEETING

Notice is hereby given that at the Meeting of the above named Commissioners' Court the following subjects will be discussed and appropriate action taken. These subjects may or may not be discussed in the order shown. *All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.*

Pursuant to the Suspension Order by Governor Abbott, the Commissioners Court meeting will be closed to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). The public may participate in the meeting through the following video conference link: Zoom – Meeting ID# 4050268443 Password: cc

1. Call Meeting to Order.
2. Consent Agenda Items:
 - (a) Approve December minutes.
 - (b) Receive monthly report of County Treasurer.
 - (c) Approve payroll.
 - (d) Approve bills over \$500.00.
 - (e) Approve claims against county.
 - (f) Receive Monthly Report of Investment Officer.
 - (g) Accept presentation of Tax Assessor Collector Continuing Education Transcript for 2020 as evidence of compliance with Property Tax Code Section 6231(d) V.T.C.A.
 - (h) Consider for approval payment to Diamond A Ranch in the amount of \$4,810.00 for caliche from budgeted road funds.
 - (i) Consider for approval payment to Total Office Solution in the amount of \$871.20 from budgeted funds for Annual Service Agreement Renewal for the following:
 - i) Winkler County Senior Center \$290.40; and
 - ii) Winkler County Auditor's Office \$580.80.
3. Approve 2020 Tax Roll.
4. Accept donation from Occidental Petroleum Corporation to Winkler County Sheriff's Office in the amount of \$5,000.00.
5. Consider for approval the following Contracts for Tax Billing for Collection Services for the period of February 1, 2021 to January 31, 2022:
 - a. The City of Kermit;
 - b. The City of Wink;
 - c. Kermit Independent School District; and
 - d. Winkler County Hospital District.
6. Consider, discuss, and approve Aviation Capital Improvement Program for Winkler County Airport lighting project design fee of \$16,666.00 and construction cost of \$122,500.00.

WINKLER COUNTY COMMISSIONERS' COURT
REGULAR MEETING AGENDA
MONDAY, JANUARY 25, 2021
PAGE TWO

7. Consider for approval Standard Form of Agreement between Winkler County and NC Sturgeon, LP, for Winkler County EMS Station and authorize County Judge to sign agreement.
8. Approve change orders and modifications for Winkler County Courthouse.
9. Approve Winkler County Courthouse construction claims.
10. Approve change orders and modifications for Kermit Community Center.
11. Approve Kermit Community Center construction claims.
12. Approve change orders and modifications for Winkler County Golf Course.
13. Approve Winkler County Golf Course construction claims.
14. Approve change orders and modifications for Winkler County Airport.
15. Approve Winkler County Airport construction claims.
16. Approve Winkler County EMS construction claims.
17. Receive monthly reports from county officials.
18. Discuss and approve line item adjustments.
19. Discuss and approve budget amendments.
20. Adjourn.

STATE OF TEXAS)
COUNTY OF WINKLER)

On this the 14th day of December, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present to wit:

Charles M. Wolf	County Judge
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Hope Williams	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Pam Greene	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 lead the Pledge of Allegiance.

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 Williams and seconded by Commissioner Thompson to approve the following consent agenda item(s):

- (a) Payroll
- (b) Bills over \$500.00
- (c) Claims against County
- (d) Approve payment in the amount of \$200.00 to West Texas County Judges & Commissioner Association for annual membership dues from budgeted funds.
- (e) Approve payment to State Farm and Casualty Company for surety bond for Andrea Venegas, Clerk, Justice of the Peace, Precinct 1, for the period of January 23, 2021 to January 23, 2023 | the amount of \$100.00 from budgeted funds.

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to award bid for construction of EMS building to NC Sturgeon with a total proposal of \$4,663,590.00; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Williams to award bid for the purchase of gasoline for county fleet of vehicles of 2021 calendar year to WTG Fuel of Monahans; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to continue the burn ban in unincorporated areas in the county; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve payment to Casco Industries, Inc., in the amount of \$2,790.00 for six (6) Super Pass 5 safety systems for Kermit Volunteer Fire Department from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve payment to North Ridge Fire Equipment in the amount of \$7,490.65 for one (1) Hale Pump and assorted fire fighter equipment for Kermit Volunteer Fire Department from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Employment Agreement and Golf Course Pro Shop Lease between Winkler County and John Leavitt; which motion became an order of the Court upon the following vote:

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

At this time, an annual report was given to the Court by Winkler County Extension Agent - Agriculture, Dena Floyd.

A motion by Commissioner Thompson and seconded by Commissioner Williams to approve Winkler County Courthouse change orders and modifications in the amount of \$2,793.00 for file in the Tax Office and inside doors; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson

Noes: None

There were no Winkler County Courthouse construction claims for the Court to consider at this time.

There were no Kermit Community Center change orders and modifications for the Court to consider at this time.

There were no Kermit Community Center construction claims for the Court to consider at this time.

There were no Winkler County Golf Course change orders and modifications for the Court to consider at this time.

There were no Winkler County Golf Course construction claims for the Court to consider at this time.

There were no Winkler County Airport change orders and modifications for the Court to consider at this time.

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve Winkler County Airport construction claims to Parkhill Smith Cooper for \$8,240.30; and RRC for \$398,014.00; which motion became an order of the Court upon the following vote:

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

There were no Winkler County EMS construction claims for the Court to consider at this time.

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to receive the Monthly Reports from County Officials; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve the following line-item adjustments; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve the following budget amendment(s); which motion became an order of the Court upon the following vote:

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

12-14-2020

A motion was made by Commissioner Williams 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, Williams and Thompson
Noes: None

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK

8

STATE OF TEXAS)
COUNTY OF WINKLER)

On this the 28th day of December, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present, to-wit:

Charles M. Wolf	County Judge
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Billy Ray Thompson	Commissioner, Precinct No. 4
Pam Greene	County Clerk and Ex-Officio Clerk of Commissioners' Court

Commissioner Williams was not in attendance of this court, constituting a quorum of the Court, the following among other proceedings were had:

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 Stevens and seconded by Commissioner Thompson to approve the following consent agenda item(s):

- (a) Approve November minutes.
- (b) Receive monthly report of County Treasurer.
- (c) Approve payroll.
- (d) Approve bills over \$500.00.
- (e) Approve claims against county.
- (f) Receive Monthly Report of Investment Officer.
- (g) Approve payment in the amount of \$895.00 to State Farm Fire and Casualty Company for surety bond for Bonnie Roberts, Wink Assistant Librarian for the period of February 22, 2021 to February 22, 2022 in the amount of \$100.00 from budgeted funds.
- (h) Approve payment in the amount of \$2000.00 to the Permian Basin Regional Planning Commission for Membership Dues for FY 2020-2021 from budgeted funds.
- (i) Approve Pipeline Construction and Indemnity Contract between Winkler County and Vee Bar LTD., on the following road crossings:
 - i) County Road 402 for 30" fresh water pipeline;
 - ii) County Road 402 for 30" fresh water pipeline;
 - iii) County Road 403 for 30" fresh water pipeline

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

Ayes: Commissioners Stevens, Wolf and Thompson
Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve 2020 tax roll; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve payment to YellowHouse Machinery Co., for repair to John Deere 544K-II for Precinct 1 in the amount of \$5,142.69 from county wide funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve payment to West Texas Water Well Service for the driving range in Wink in the amount of \$10,579.00 from budgeted fund; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Agreement between Winkler County and the City of Wink effective January 1, 2021 for housing of city prisoners in Winkler County Law Enforcement Center; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve Inmate Agreement between Winkler County and Loving County effective January 1, 2021 for housing of Loving County Center; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve payment of unused holiday time for 2020 for Winkler County Sheriff's Department from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve revised Winkler County Employee Handbook; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, and Thompson

Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to accept roadway materials in the amount of \$17,926.00 from Texas Department of Transportation under Local Government Assistance Program; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve salary schedule for County employees and elected officials for 2021; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to appoint members to Winkler County committees; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to appoint the following subordinate officers;

- a. Librarian (Kermit) – Laurie Shropshire
- b. Assistant Librarian (Wink) – Bonnie Roberts
- c. Meals Program Director – Robin Hawkins
- d. County Maintenance Engineer – Mark Terry
- e. Extension Agent of Agriculture – Dena Floyd
- f. Veterans Service Coordinator –
- g. Senior Citizens Recreation Center Director – Robin Hawkins
- h. Human Resources Director – Susan Willhelm

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

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to designate the second (2nd) and fourth (4th) Monday for Commissioners' Court to convene in regular term each month during the next fiscal year; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve setting two additional Commissioners' Court dates to be August 16, 2021 and August 31, 2021 for budget meetings; which motion became an order of the court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve the application of County Judge, County Auditor, District Clerk, Professional Prosecutor, County Attorney, County Tax Assessor-Collector, County Treasurer, Sheriff, County Clerk, Probation Officer, Juvenile Probation Officer, Librarian, Extension Agent Agriculture, Justice of the Peace Precinct 1, and Justice of the Peace Precinct 2 for deputies assistants, secretaries and stenographers; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve transfer of unexpended 2020 budgeted funds for specific projects not completed to dedicated committed funds; which motion became an order of the court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion by Commissioner Thompson and seconded by Commissioner Stevens to approve the reallocation of committed funds; which motion became and order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

After a ten minute recess to gather material to consider for end of year business a motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve the following items as presented;

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

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to consider, discuss and approve end-of-year-business; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Winkler County change orders and modifications; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Winkler County Courthouse construction claims; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

There were no Kermit Community Center change orders and modifications for the Court to consider at this time.

There were no Kermit Community Center construction claims for the Court to consider at this time.

There were no Winkler County Golf Course change orders and modifications for the Court to consider at this time.

There were no Winkler County Golf Course construction claims for the Court to consider at this time.

There were no Winkler County Airport change orders and modifications for the Court to consider at this time

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Winkler County Airport construction claim in the amount of \$34,238.23 to Parkhill; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Winkler County EMS construction claim in the amount of \$59,735.82 to Brown Reynolds Watford Architects; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to receive monthly reports from county officials; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve line-item adjustments; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve budget amendments in the amount of \$390.00 for Winkler County Library in Wink; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, and Thompson
Noes: None

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

Ayes: Commissioner Stevens, Wolf and Thompson
Noes: None

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK

T.455

Diamond A Ranch
PO Box 973
Kermit, TX 79745

ENTERED

Invoice # 4384

1-7-2021

Winkler County
Drawer O
Kermit, TX 79745

Pr. 1

962 yards caliche @ 5.00 yard

4,810.00

Total

4,810.00

Billy Stinson

CR 401
402
410

103160760

Agenda 1/25/2021 RECEIVED

JAN 08 2021

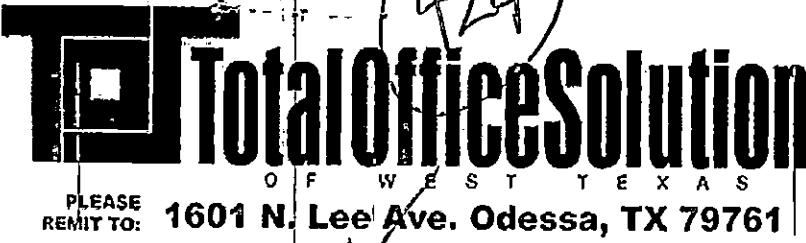
AUDITOR'S OFFICE

4323661121

Total Office Solution

03:32:01 p.m. 01-13-2021

2 / 5



CONTRACT INVOICE
 INVOICE NUMBER: EA302302
 INVOICE DATE: 01/13/2021

Call 432-332-0807, fax 432-368-1239 or visit <http://www.totalofficesolution.biz>

Bill To: Winkler County
 Auditors Office
 Drawer O
 Kermit, TX 79745
 USA

Customer: Winkler County
 100 E. Winkler
 Kermit, TX 79745

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
WC00	Net 30	02/12/2021	\$ 580.80	\$ 580.80	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
873-01	Jeanna Wilhelm 432-586-3161	\$ 580.80	Jeanna	01/01/2015	
Remarks					

Summary:

Contract base rate charge for the 01/01/2021 to 12/31/2021 billing period	\$580.80
	\$580.80

Detail:

Equipment included under this contract

Xerox/WorkCentre 5325

Number	Serial Number	Base Adj.	Location
MPS127151	AE9553186	\$0.00	Winkler County Auditor 100 East Winkler Kermit, TX 79745

RECEIVED

JAN 15 2021

AUDITOR'S OFFICE

102301470

Invoice SubTotal	\$580.80
Tax:	\$0.00
Invoice Total	\$580.80
Balance Due:	\$580.80

A late charge of 1.5% per month with a minimum charge of \$5.00 will be assessed on all past due invoices.



Office Equipment Office Furniture Office Supplies Managed Services

Trusted Products

Trusted Products

January 13, 2021/EA302302

*.Winkler County Auditors Office
.Drawer O
.Kermit, TX 79745*

RE: Annual Service Agreement Renewal

We are pleased to inform you that the Service Agreement on the Xerox equipment described below was renewed for another year. Please see the attached invoice.

Equipment/Model Serial Number
Xerox WorkCentre 5325 AE9553186 ✓

Please complete the following and indicate any changes needed.

Yes I want my contract renewed. Please make the following changes to my account: _____

I no longer have this equipment and would like to cancel this contract.

I no longer wish to have a maintenance agreement on this equipment.*

Contact name: _____ Phone: _____

Email: _____

If you should have any questions or if there is anything I can do to assist you, please feel free to contact me.

Thank you for your business!

Sue Wilson

Administrative Assistant
Total Office Solution of West Texas
1601 N. Lee
Odessa, TX 79761
suew@totalofficesolution.biz

*Service call fees will be assessed for any service calls and/or repairs on any equipment not covered by a maintenance agreement.

4323661121

Total Office Solution

03:32:50 p.m. 01-13-2021

4 / 5



CONTRACT INVOICE

Entered
Invoice Number:
01/13/2021EA302300
01/13/2021PLEASE
REMIT TO: 1601 N. Lee Ave. Odessa, TX 79761Call 432-332-0807, fax 432-366-1239 or visit <http://www.totalofficesolution.biz>

Bill To: Winkler County
Auditors Office
Drawer O
Kermit, TX 79745
USA

Customer: Winkler County
100 E. Winkler
Kermit, TX 79745

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
WC00	Net 30	02/12/2021	\$ 290.40	\$ 290.40	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
403-01	Jeanna Wilhelm 432-586-3161	\$ 290.40	WINKLER	01/01/2009	
Remarks					

Summary:

Contract base rate charge for the 01/01/2021 to 12/31/2021 billing period

\$ 290.40	
	\$ 290.40

Detail:**Equipment included under this contract****Xerox/WorkCentre M20/M20i**

Number	Serial Number	Base Adj.	Location
MPS127156	RYU276615 V	\$0.00	Winkler County Senior Center, 419 E. Campbell Kermit, TX 79745



102160940

RECEIVED

JAN 15 2021

AUDITOR'S OFFICE

A late charge of 1.5% per month with a minimum charge of \$5.00 will be assessed on all past due invoices.

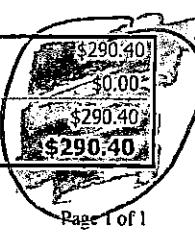
Invoice SubTotal

\$0.00

Tax:

Invoice Total

Balance Due:



Page 1 of 1

4323661121

Total Office Solution

03:33:13 p.m. 01-13-2021

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Office Equipment Office Furniture Office Supplies Managed Services
Trusted Products Trusted Products

January 13, 2021/EA302300

Winkler County Auditors Office
 Drawer O
 Kermit, TX 79745

RE: Annual Service Agreement Renewal

We are pleased to inform you that the Service Agreement on the Xerox equipment described below was renewed for another year. Please see the attached invoice.

Equipment/Model	Serial Number
<u>Xerox WorkCentre M20i</u>	<u>RYU276615</u> ✓
Senior Center <input checked="" type="checkbox"/>	

Please complete the following and indicate any changes needed.

Yes I want my contract renewed. Please make the following changes to my account: _____

I no longer have this equipment and would like to cancel this contract.

I no longer wish to have a maintenance agreement on this equipment.*

Contact name: _____ Phone: _____

Email: _____

If you should have any questions or if there is anything I can do to assist you, please feel free to contact me.

Thank you for your business!

Sue Wilson

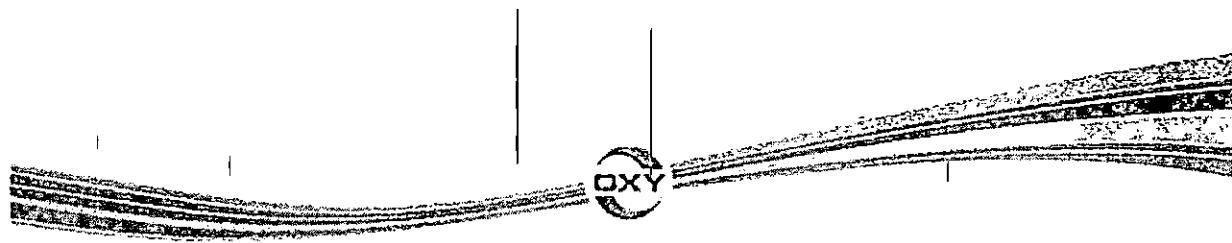
Administrative Assistant
 Total Office Solution of West Texas
 1601 N. Lee
 Odessa, TX 79761
 suew@totalofficesolution.biz

RECEIVED

JAN 15 2021

AUDITOR'S OFFICE

*Service call fees will be assessed for any service calls and/or repairs on any equipment not covered by a maintenance agreement.



January 4, 2021

Winkler County Sheriff's Office
Attn: Sheriff Darin Mitchell
1300 South Bellaire Street
Kermit, TX 79745

Dear Sheriff Mitchell,

I am pleased to enclose Occidental's check to the Winkler County Sheriff's Office in the amount of \$5,000.00. It is our intent that these unrestricted funds be used to purchase drones.

Should you have any questions, please do not hesitate to contact me at 713.215.7413.

Sincerely,



Samantha Lombardo
Director, Community Relations & Employee Engagement

CONTRACT FOR TAX BILLING AND COLLECTION SERVICES

STATE OF TEXAS

§

COUNTY OF WINKLER

§
§

This agreement is entered into this the _____ day of _____, 2021 between Winkler County, Texas and the City of Kermit of Winkler County, Texas acting through the Commissioners' Court and City Council.

WITNESSETH:

WHEREAS, the parties desire for Winkler County to bill and collect property taxes through the Tax Assessor-Collector of Winkler County;

WHEREAS, the parties pursuant to the laws of the State of Texas enter into this agreement.

NOW THEREFORE, in consideration of the mutual promises, the parties agrees as follows:

1. Definitions.

- a. Winkler County is referred to as "County".
- b. City of Kermit is a lawful taxing entity and referred to as "ENTITY".
- c. Winkler County Tax Collector is referred to as "CTAC".
- d. The terms "billing", "tax statements" and "collections" shall include the following:
 - i. Calculations of tax, preparation of tax rolls to include tax statements and tax receipts, proration of taxes, correction of clerical errors in tax roll;
 - ii. Collection of tax liabilities and issuance of refunds as may be authorized by law.
- e. Tax records shall include all tax rolls, appraisal statements, appraisal tax rolls, tax cards, indices, receipts, correspondence with taxpayers and their agents, tax rate statements and tax rate calculations of ENTITY.
- f. Delinquent taxes includes penalty, interest and attorney's fees attributed thereto.

2. The Term. The term of this Contract shall be from February 1, 2021 to January 31, 2022, and from February 1 to January 31 of each year thereafter until terminated in writing by either party, as provided herein.
3. Performance. Performance by County of the billing and collection of each year's property taxes shall commence not earlier than October 1 of the current tax year and shall be completed not later than September 30 of the following tax year unless County determines an extension to be necessary.
4. Services to be Performed.
 - a. County shall collect the current ad valorem property taxes owing to ENTITY. County agrees to perform for ENTITY all the duties relating to the billing and collection of taxes for ENTITY as provided by the laws of the State of Texas.
 - b. County agrees to perform the function of Tax Assessor-Collector for ENTITY. County agrees to prepare consolidated tax statements, which statement shall include taxes owed to the taxing units to which the taxpayer owes taxes, and for which County is acting as Tax Assessor-Collector. County shall mail the tax statements to each taxpayer or authorized agent owning taxable property within ENTITY.
 - c. ENTITY authorized County to collect its delinquent taxes as County deems necessary and further authorizes County to contract on ENTITY's behalf with attorneys for the collection of delinquent taxes and institution of delinquent tax suits and all legal services to be performed for the collection of such delinquencies. However, no contract with such attorneys shall extend for a term in excess of the term of this Contract. ENTITY authorizes County to contract on behalf of ENTITY with certain delinquent taxpayers in installment agreements for collection of delinquent taxes.

5. Payment. ENTITY agrees to pay County for such services the following consideration:
For a term of February 1, 2021 through January 31, 2022 the sum of \$1,515.00, and for each year thereafter the sum of \$1,515.00 per year with payment due on or before February 1 of each year during the term of this Contract.

6. Remittance of Collection. The money for taxes collected for ENTITY shall be remitted to ENTITY at least weekly.

7. Administrative Provisions.

- a. All expenses incurred by County for the billing and collection of taxes in the ordinary cycle shall be paid by County. ENTITY or its written designated representatives are authorized to examine the records kept by County at such reasonable times and intervals as ENTITY deems necessary. Such books and records will be kept in the offices of the CTAC, or at other storage locations designated by County.
- b. County will provide reasonable reports requested by ENTITY for recording of paid current taxes, delinquent taxes, penalty and interest, attorney fees and other fees paid to County on ENTITY's behalf.
- c. If ENTITY requires County to obtain a surety bond for the CTAC acting in the capacity as Collector for ENTITY, then ENTITY agrees to pay County the premium for such bond.
- d. ENTITY shall reimburse County for all additional costs and expenses incurred in performing services requested by ENTITY that are not required to be performed by County under the terms of this Contract.

8. Tax Rate. If ENTITY's rate is rolled back or otherwise changed after County begins collections for ENTITY in any given year, County will continue to act for ENTITY in providing refunds to taxpayers or sending corrected billings if ENTITY assumes all additional costs of collection. This

cost shall be the actual cost of providing those extra services caused by the roll-back change in the tax rate and such cost will be paid within thirty (30) days after receipt of invoice therefor.

9. Other Provisions.

- a. ENTITY agrees for the County Tax Assessor-Collector (CTAC) to have access to all of ENTITY's tax records and to take possession of such tax records as designated by the CTAC and transfer same to the County Tax Office. ENTITY agrees to store and keep safe all tax records not transferred to County, and permit CTAC to have access to the stored records.
- b. County and CTAC shall not be liable to ENTIY for any failure to collect taxes, unless the failure to collect taxes results from a failure of the CTAC to perform the duties imposed by law and this Contract.
- c. Payments by ENTITY under this Contract shall be made from current revenues.
- d. If ENTITY does not establish the tax rate as required by law for ENTITY, then this Contract becomes voidable at the option of County. County may (1) declare this Contract null and void by written notice, or (2) prepare separate tax statements for ENTITY, mail to taxpayers, and ENTITY will pay County for the actual cost of the separate statements, and cost attendant to receiving separate payments and issuing receipts therefor.
- e. If County has not established the tax rate as required by law, then County will mail ENTITY's tax statements on or before October 20 with no additional cost to ENTITY.
- f. Authorized refunds to property owners will be made on the same check for all taxing units for which County collects taxes, which refunds include, but are not limited to, late exemption claims, clerical errors, overpayments, etc. If the amount of a refund exceeds \$500 County may not make the refund unless ENTITY approves the refund.

10. Fees, Interest and Costs. All tax certificate fees are to be retained by County. County shall retain all earned interest on the account of monies in possession of the CTAC. ENTITY agrees to pay its prorata (based on total tax statements) share of cost of any independent audit of tax roll and/or CTAC.

11. Insufficient Payments. ENTITY will pay to County any amount of insufficient funds for returned checks to County which represent any part of tax owed to ENTITY, which refund shall be made within seventeen (17) days after written notice to ENTITY by County of an insufficient payment.

12. ENTITY Liable for Its Information and Agreements. ENTITY agrees to indemnify and hold County harmless from any claim, litigation or any other expense that is a result from any information that ENTITY may give County, and for any agreement that ENTITY may have entered into with anyone in regard to the liability or claims as to any tax matters, and to defend a claim, make or refund payment and any other expenses of County as a result of the information given or any agreement or claim against ENTITY for any tax matter.

13. ENTITY's Prior Contracts. County does not assume any of the existing contracts that ENTITY may have in regard to any of the collection of taxes, vendor's agreements, equipment leases or any other obligation of ENTITY unless same is specifically agreed to in writing between the parties.

14. County Not Liable. County is not liable to ENTITY for any claims for damages as a result of mechanical failure, software program errors, computer failure, computer errors, paper malfunction, errors in the tax appraisal roll, and other acts and/or omissions that are not within the control of the CTAC, including acts of God, flood, drought, earthquake, storm, fire, tornado, lightning, wind storm, unusually inclement weather, natural catastrophe, war, sabotage, vandalism, civil strife, utility failure, terrorism, strikes or labor disputes, any law, order, proclamation,

regulation, ordinance, action, demand or requirement of any governmental agency, or any other acts or conditions beyond the reasonable control of County.

15. Regulations and Laws. This Contract shall be subject to all valid rules, regulations and laws applicable thereto passed or promulgated by the United States of America, State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.
16. Sovereign Immunity. It is agreed that in the execution of this Contract neither County nor ENTITY waive or shall be deemed to waive any immunity or defense that is otherwise available to it against claims arising in the exercise of governmental powers and functions.
17. Termination. This Contract shall continue in full force and effect from year to year until such time as either party hereto, by written notice to the other, may terminate the same, such termination to be effective only if provided to the other party on or before February 1 of the year in which the party intends the Contract to terminate.
18. General Provisions. Except as otherwise provided in this contract, all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the party's office or usual mailing address.
19. Duplicate Originals. This Contract is executed in duplicate originals either of which or a true copy thereof shall have the same evidential value.
20. Integration. It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in affect between the parties relating to the subject matter hereof.

21. Severability. The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Contract is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract forthwith upon delivery of written notice of termination to the other party.

EXECUTED this the _____ day of _____, 2021.

ATTEST:

Pam Greene, Winkler County Clerk

WINKLER COUNTY, TEXAS
By Authority of the Commissioners' Court

By: _____
Charles M. Wolf, Winkler County Judge

ATTEST:

ENTITY:

CITY OF KERMIT _____

Diana Franco, Kermit City Secretary

By: _____
Jerry Phillips, Mayor, City of Kermit

Minerva Soltero, Winkler County
Tax Assessor-Collector

CONTRACT FOR TAX BILLING AND COLLECTION SERVICES

STATE OF TEXAS

§

COUNTY OF WINKLER

§

This agreement is entered into this the _____ day of _____, 2021 between Winkler County, Texas and the City of Wink of Winkler County, Texas acting through the Commissioners' Court and City Council.

WITNESSETH:

WHEREAS, the parties desire for Winkler County to bill and collect property taxes through the Tax Assessor-Collector of Winkler County;

WHEREAS, the parties pursuant to the laws of the State of Texas enter into this agreement.

NOW THEREFORE, in consideration of the mutual promises, the parties agrees as follows:

1. Definitions.

- a. Winkler County is referred to as "County".
- b. City of Wink is a lawful taxing entity and referred to as "ENTITY".
- c. Winkler County Tax Collector is referred to as "CTAC".
- d. The terms "billing", "tax statements" and "collections" shall include the following:
 - i. Calculations of tax, preparation of tax rolls to include tax statements and tax receipts, proration of taxes, correction of clerical errors in tax roll;
 - ii. Collection of tax liabilities and issuance of refunds as may be authorized by law.
- e. Tax records shall include all tax rolls, appraisal statements, appraisal tax rolls, tax cards, indices, receipts, correspondence with taxpayers and their agents, tax rate statements and tax rate calculations of ENTITY.
- f. Delinquent taxes includes penalty, interest and attorney's fees attributed thereto.

2. The Term. The term of this Contract shall be from February 1, 2021 to January 31, 2022, and from February 1 to January 31 of each year thereafter until terminated in writing by either party, as provided herein.
3. Performance. Performance by County of the billing and collection of each year's property taxes shall commence not earlier than October 1 of the current tax year and shall be completed not later than September 30 of the following tax year unless County determines an extension to be necessary.
4. Services to be Performed.
 - a. County shall collect the current ad valorem property taxes owing to ENTITY. County agrees to perform for ENTITY all the duties relating to the billing and collection of taxes for ENTITY as provided by the laws of the State of Texas.
 - b. County agrees to perform the function of Tax Assessor-Collector for ENTITY. County agrees to prepare consolidated tax statements, which statement shall include taxes owed to the taxing units to which the taxpayer owes taxes, and for which County is acting as Tax Assessor-Collector. County shall mail the tax statements to each taxpayer or authorized agent owning taxable property within ENTITY.
 - c. ENTITY authorized County to collect its delinquent taxes as County deems necessary and further authorizes County to contract on ENTITY's behalf with attorneys for the collection of delinquent taxes and institution of delinquent tax suits and all legal services to be performed for the collection of such delinquencies. However, no contract with such attorneys shall extend for a term in excess of the term of this Contract. ENTITY authorizes County to contract on behalf of ENTITY with certain delinquent taxpayers in installment agreements for collection of delinquent taxes.

5. Payment. ENTITY agrees to pay County for such services the following consideration:

For a term of February 1, 2021 through January 31, 2022 the sum of \$530.00, and for each year thereafter the sum of \$530.00 per year with payment due on or before February 1 of each year during the term of this Contract.

6. Remittance of Collection. The money for taxes collected for ENTITY shall be remitted to ENTITY at least weekly.

7. Administrative Provisions.

- a. All expenses incurred by County for the billing and collection of taxes in the ordinary cycle shall be paid by County. ENTITY or its written designated representatives are authorized to examine the records kept by County at such reasonable times and intervals as ENTITY deems necessary. Such books and records will be kept in the offices of the CTAC, or at other storage locations designated by County.
- b. County will provide reasonable reports requested by ENTITY for recording of paid current taxes, delinquent taxes, penalty and interest, attorney fees and other fees paid to County on ENTITY's behalf.
- c. If ENTITY requires County to obtain a surety bond for the CTAC acting in the capacity as Collector for ENTITY, then ENTITY agrees to pay County the premium for such bond.
- d. ENTITY shall reimburse County for all additional costs and expenses incurred in performing services requested by ENTITY that are not required to be performed by County under the terms of this Contract.

8. Tax Rate. If ENTITY's rate is rolled back or otherwise changed after County begins collections for ENTITY in any given year, County will continue to act for ENTITY in providing refunds to taxpayers or sending corrected billings if ENTITY assumes all additional costs of collection. This

cost shall be the actual cost of providing those extra services caused by the roll-back change in the tax rate and such cost will be paid within thirty (30) days after receipt of invoice therefor.

9. Other Provisions.

- a. ENTITY agrees for the County Tax Assessor-Collector (CTAC) to have access to all of ENTITY's tax records and to take possession of such tax records as designated by the CTAC and transfer same to the County Tax Office. ENTITY agrees to store and keep safe all tax records not transferred to County, and permit CTAC to have access to the stored records.
- b. County and CTAC shall not be liable to ENTITY for any failure to collect taxes, unless the failure to collect taxes results from a failure of the CTAC to perform the duties imposed by law and this Contract.
- c. Payments by ENTITY under this Contract shall be made from current revenues.
- d. If ENTITY does not establish the tax rate as required by law for ENTITY, then this Contract becomes voidable at the option of County. County may (1) declare this Contract null and void by written notice, or (2) prepare separate tax statements for ENTITY, mail to taxpayers, and ENTITY will pay County for the actual cost of the separate statements, and cost attendant to receiving separate payments and issuing receipts therefor.
- e. If County has not established the tax rate as required by law, then County will mail ENTITY's tax statements on or before October 20 with no additional cost to ENTITY.
- f. Authorized refunds to property owners will be made on the same check for all taxing units for which County collects taxes, which refunds include, but are not limited to, late exemption claims, clerical errors, overpayments, etc. If the amount of a refund exceeds \$500 County may not make the refund unless ENTITY approves the refund.

10. Fees, Interest and Costs. All tax certificate fees are to be retained by County. County shall retain all earned interest on the account of monies in possession of the CTAC. ENTITY agrees to pay its prorata (based on total tax statements) share of cost of any independent audit of tax roll and/or CTAC.

11. Insufficient Payments. ENTITY will pay to County any amount of insufficient funds for returned checks to County which represent any part of tax owed to ENTITY, which refund shall be made within seventeen (17) days after written notice to ENTITY by County of an insufficient payment.

12. ENTITY Liable for Its Information and Agreements. ENTITY agrees to indemnify and hold County harmless from any claim, litigation or any other expense that is a result from any information that ENTITY may give County, and for any agreement that ENTITY may have entered into with anyone in regard to the liability or claims as to any tax matters, and to defend a claim, make or refund payment and any other expenses of County as a result of the information given or any agreement or claim against ENTITY for any tax matter.

13. ENTITY's Prior Contracts. County does not assume any of the existing contracts that ENTITY may have in regard to any of the collection of taxes, vendor's agreements, equipment leases or any other obligation of ENTITY unless same is specifically agreed to in writing between the parties.

14. County Not Liable. County is not liable to ENTITY for any claims for damages as a result of mechanical failure, software program errors, computer failure, computer errors, paper malfunction, errors in the tax appraisal roll, and other acts and/or omissions that are not within the control of the CTAC, including acts of God, flood, drought, earthquake, storm, fire, tornado, lightning, wind storm, unusually inclement weather, natural catastrophe, war, sabotage, vandalism, civil strife, utility failure, terrorism, strikes or labor disputes, any law, order, proclamation,

regulation, ordinance, action, demand or requirement of any governmental agency, or any other acts or conditions beyond the reasonable control of County.

15. Regulations and Laws. This Contract shall be subject to all valid rules, regulations and laws applicable thereto passed or promulgated by the United States of America, State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.
16. Sovereign Immunity. It is agreed that in the execution of this Contract neither County nor ENTITY waive or shall be deemed to waive any immunity or defense that is otherwise available to it against claims arising in the exercise of governmental powers and functions.
17. Termination. This Contract shall continue in full force and effect from year to year until such time as either party hereto, by written notice to the other, may terminate the same, such termination to be effective only if provided to the other party on or before February 1 of the year in which the party intends the Contract to terminate.
18. General Provisions. Except as otherwise provided in this contract, all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the party's office or usual mailing address.
19. Duplicate Originals. This Contract is executed in duplicate originals either of which or a true copy thereof shall have the same evidential value.
20. Integration. It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in affect between the parties relating to the subject matter hereof.

21. Severability. The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Contract is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract forthwith upon delivery of written notice of termination to the other party.

EXECUTED this the _____ day of _____, 2021.

ATTEST:

Pam Greene, Winkler County Clerk

WINKLER COUNTY, TEXAS
By Authority of the Commissioners' Court

By: _____
Charles M. Wolf, Winkler County Judge

ATTEST:

Wink City Secretary

ENTITY:

CITY OF WINK _____

By: _____
Eric Hawkins, Mayor, City of Wink

Minerva Soltero, Winkler County
Tax Assessor-Collector

CONTRACT FOR TAX BILLING AND COLLECTION SERVICES

STATE OF TEXAS

§

COUNTY OF WINKLER

§

§

This agreement is entered into this the _____ day of _____, 2021 between Winkler County, Texas and the Kermit Independent School District of Winkler County, Texas acting through the Commissioners' Court and City Council.

WITNESSETH:

WHEREAS, the parties desire for Winkler County to bill and collect property taxes through the Tax Assessor-Collector of Winkler County;

WHEREAS, the parties pursuant to the laws of the State of Texas enter into this agreement.

NOW THEREFORE, in consideration of the mutual promises, the parties agrees as follows:

1. Definitions.

- a. Winkler County is referred to as "County".
- b. Kermit Independent School District is a lawful taxing entity and referred to as "ENTITY".
- c. Winkler County Tax Collector is referred to as "CTAC".
- d. The terms "billing", "tax statements" and "collections" shall include the following:
 - i. Calculations of tax, preparation of tax rolls to include tax statements and tax receipts, proration of taxes, correction of clerical errors in tax roll;
 - ii. Collection of tax liabilities and issuance of refunds as may be authorized by law.
- e. Tax records shall include all tax rolls, appraisal statements, appraisal tax rolls, tax cards, indices, receipts, correspondence with taxpayers and their agents, tax rate statements and tax rate calculations of ENTITY.
- f. Delinquent taxes includes penalty, interest and attorney's fees attributed thereto.

2. The Term. The term of this Contract shall be from February 1, 2021 to January 31, 2022, and from February 1 to January 31 of each year thereafter until terminated in writing by either party, as provided herein.
3. Performance. Performance by County of the billing and collection of each year's property taxes shall commence not earlier than October 1 of the current tax year and shall be completed not later than September 30 of the following tax year unless County determines an extension to be necessary.
4. Services to be Performed.
 - a. County shall collect the current ad valorem property taxes owing to ENTITY. County agrees to perform for ENTITY all the duties relating to the billing and collection of taxes for ENTITY as provided by the laws of the State of Texas.
 - b. County agrees to perform the function of Tax Assessor-Collector for ENTITY. County agrees to prepare consolidated tax statements, which statement shall include taxes owed to the taxing units to which the taxpayer owes taxes, and for which County is acting as Tax Assessor-Collector. County shall mail the tax statements to each taxpayer or authorized agent owning taxable property within ENTITY.
 - c. ENTITY authorized County to collect its delinquent taxes as County deems necessary and further authorizes County to contract on ENTITY's behalf with attorneys for the collection of delinquent taxes and institution of delinquent tax suits and all legal services to be performed for the collection of such delinquencies. However, no contract with such attorneys shall extend for a term in excess of the term of this Contract. ENTITY authorizes County to contract on behalf of ENTITY with certain delinquent taxpayers in installment agreements for collection of delinquent taxes.

5. Payment. ENTITY agrees to pay County for such services the following consideration:
For a term of February 1, 2021 through January 31, 2022 the sum of \$12,050.00, and for each year thereafter the sum of \$12,050.00 per year with payment due on or before February 1 of each year during the term of this Contract.

6. Remittance of Collection. The money for taxes collected for ENTITY shall be remitted to ENTITY at least weekly.

7. Administrative Provisions.

- a. All expenses incurred by County for the billing and collection of taxes in the ordinary cycle shall be paid by County. ENTITY or its written designated representatives are authorized to examine the records kept by County at such reasonable times and intervals as ENTITY deems necessary. Such books and records will be kept in the offices of the CTAC, or at other storage locations designated by County.
- b. County will provide reasonable reports requested by ENTITY for recording of paid current taxes, delinquent taxes, penalty and interest, attorney fees and other fees paid to County on ENTITY's behalf.
- c. If ENTITY requires County to obtain a surety bond for the CTAC acting in the capacity as Collector for ENTITY, then ENTITY agrees to pay County the premium for such bond.
- d. ENTITY shall reimburse County for all additional costs and expenses incurred in performing services requested by ENTITY that are not required to be performed by County under the terms of this Contract.

8. Tax Rate. If ENTITY's rate is rolled back or otherwise changed after County begins collections for ENTITY in any given year, County will continue to act for ENTITY in providing refunds to taxpayers or sending corrected billings if ENTITY assumes all additional costs of collection. This

cost shall be the actual cost of providing those extra services caused by the roll-back change in the tax rate and such cost will be paid within thirty (30) days after receipt of invoice therefor.

9. Other Provisions.

- a. ENTITY agrees for the County Tax Assessor-Collector (CTAC) to have access to all of ENTITY's tax records and to take possession of such tax records as designated by the CTAC and transfer same to the County Tax Office. ENTITY agrees to store and keep safe all tax records not transferred to County, and permit CTAC to have access to the stored records.
- b. County and CTAC shall not be liable to ENTITY for any failure to collect taxes, unless the failure to collect taxes results from a failure of the CTAC to perform the duties imposed by law and this Contract.
- c. Payments by ENTITY under this Contract shall be made from current revenues.
- d. If ENTITY does not establish the tax rate as required by law for ENTITY, then this Contract becomes voidable at the option of County. County may (1) declare this Contract null and void by written notice, or (2) prepare separate tax statements for ENTITY, mail to taxpayers, and ENTITY will pay County for the actual cost of the separate statements, and cost attendant to receiving separate payments and issuing receipts therefor.
- e. If County has not established the tax rate as required by law, then County will mail ENTITY's tax statements on or before October 20 with no additional cost to ENTITY.
- f. Authorized refunds to property owners will be made on the same check for all taxing units for which County collects taxes, which refunds include, but are not limited to, late exemption claims, clerical errors, overpayments, etc. If the amount of a refund exceeds \$500 County may not make the refund unless ENTITY approves the refund.

10. Fees, Interest and Costs. All tax certificate fees are to be retained by County. County shall retain all earned interest on the account of monies in possession of the CTAC. ENTITY agrees to pay its prorata (based on total tax statements) share of cost of any independent audit of tax roll and/or CTAC.
11. Insufficient Payments. ENTITY will pay to County any amount of insufficient funds for returned checks to County which represent any part of tax owed to ENTITY, which refund shall be made within seventeen (17) days after written notice to ENTITY by County of an insufficient payment.
12. ENTITY Liable for Its Information and Agreements. ENTITY agrees to indemnify and hold County harmless from any claim, litigation or any other expense that is a result from any information that ENTITY may give County, and for any agreement that ENTITY may have entered into with anyone in regard to the liability or claims as to any tax matters, and to defend a claim, make or refund payment and any other expenses of County as a result of the information given or any agreement or claim against ENTITY for any tax matter.
13. ENTITY's Prior Contracts. County does not assume any of the existing contracts that ENTITY may have in regard to any of the collection of taxes, vendor's agreements, equipment leases or any other obligation of ENTITY unless same is specifically agreed to in writing between the parties.
14. County Not Liable. County is not liable to ENTITY for any claims for damages as a result of mechanical failure, software program errors, computer failure, computer errors, paper malfunction, errors in the tax appraisal roll, and other acts and/or omissions that are not within the control of the CTAC, including acts of God, flood, drought, earthquake, storm, fire, tornado, lightning, wind storm, unusually inclement weather, natural catastrophe, war, sabotage, vandalism, civil strife, utility failure, terrorism, strikes or labor disputes, any law, order, proclamation,

regulation, ordinance, action, demand or requirement of any governmental agency, or any other acts or conditions beyond the reasonable control of County.

15. Regulations and Laws. This Contract shall be subject to all valid rules, regulations and laws applicable thereto passed or promulgated by the United States of America, State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.
16. Sovereign Immunity. It is agreed that in the execution of this Contract neither County nor ENTITY waive or shall be deemed to waive any immunity or defense that is otherwise available to it against claims arising in the exercise of governmental powers and functions.
17. Termination. This Contract shall continue in full force and effect from year to year until such time as either party hereto, by written notice to the other, may terminate the same, such termination to be effective only if provided to the other party on or before February 1 of the year in which the party intends the Contract to terminate.
18. General Provisions. Except as otherwise provided in this contract, all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the party's office or usual mailing address.
19. Duplicate Originals. This Contract is executed in duplicate originals either of which or a true copy thereof shall have the same evidential value.
20. Integration. It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in affect between the parties relating to the subject matter hereof.

21. Severability. The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Contract is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract forthwith upon delivery of written notice of termination to the other party.

EXECUTED this the _____ day of _____, 2021.

ATTEST:

WINKLER COUNTY, TEXAS
By Authority of the Commissioners' Court

Pam Greene, Winkler County Clerk

By: _____
Charles M. Wolf, Winkler County Judge

ATTEST:

ENTITY:

KERMIT INDEPENDENT SCHOOL DISTRICT

Odie Marshall, Secretary of
Board of Trustees

By: _____
Lee Lentz-Edwards, President Board of Trustees

Minerva Soltero, Winkler County
Tax Assessor-Collector

CONTRACT FOR TAX BILLING AND COLLECTION SERVICES

STATE OF TEXAS

§

COUNTY OF WINKLER

§

This agreement is entered into this the _____ day of _____, 2021 between Winkler County, Texas and the Winkler County Hospital District of Winkler County, Texas acting through the Commissioners' Court and City Council.

WITNESSETH:

WHEREAS, the parties desire for Winkler County to bill and collect property taxes through the Tax Assessor-Collector of Winkler County;

WHEREAS, the parties pursuant to the laws of the State of Texas enter into this agreement.

NOW THEREFORE, in consideration of the mutual promises, the parties agrees as follows:

1. Definitions.

- a. Winkler County is referred to as "County".
- b. Winkler County Hospital District is a lawful taxing entity and referred to as "ENTITY".
- c. Winkler County Tax Collector is referred to as "CTAC".
- d. The terms "billing", "tax statements" and "collections" shall include the following:
 - i. Calculations of tax, preparation of tax rolls to include tax statements and tax receipts, proration of taxes, correction of clerical errors in tax roll;
 - ii. Collection of tax liabilities and issuance of refunds as may be authorized by law.
- e. Tax records shall include all tax rolls, appraisal statements, appraisal tax rolls, tax cards, indices, receipts, correspondence with taxpayers and their agents, tax rate statements and tax rate calculations of ENTITY.
- f. Delinquent taxes includes penalty, interest and attorney's fees attributed thereto.

2. The Term. The term of this Contract shall be from February 1, 2021 to January 31, 2022, and from February 1 to January 31 of each year thereafter until terminated in writing by either party, as provided herein.
3. Performance. Performance by County of the billing and collection of each year's property taxes shall commence not earlier than October 1 of the current tax year and shall be completed not later than September 30 of the following tax year unless County determines an extension to be necessary.
4. Services to be Performed.
 - a. County shall collect the current ad valorem property taxes owing to ENTITY. County agrees to perform for ENTITY all the duties relating to the billing and collection of taxes for ENTITY as provided by the laws of the State of Texas.
 - b. County agrees to perform the function of Tax Assessor-Collector for ENTITY. County agrees to prepare consolidated tax statements, which statement shall include taxes owed to the taxing units to which the taxpayer owes taxes, and for which County is acting as Tax Assessor-Collector. County shall mail the tax statements to each taxpayer or authorized agent owning taxable property within ENTITY.
 - c. ENTITY authorized County to collect its delinquent taxes as County deems necessary and further authorizes County to contract on ENTITY's behalf with attorneys for the collection of delinquent taxes and institution of delinquent tax suits and all legal services to be performed for the collection of such delinquencies. However, no contract with such attorneys shall extend for a term in excess of the term of this Contract. ENTITY authorizes County to contract on behalf of ENTITY with certain delinquent taxpayers in installment agreements for collection of delinquent taxes.

5. Payment. ENTITY agrees to pay County for such services the following consideration:
For a term of February 1, 2021 through January 31, 2022 the sum of \$12,980.00, and for each year thereafter the sum of \$12,980.00 per year with payment due on or before February 1 of each year during the term of this Contract.

6. Remittance of Collection. The money for taxes collected for ENTITY shall be remitted to ENTITY at least weekly.

7. Administrative Provisions.

- a. All expenses incurred by County for the billing and collection of taxes in the ordinary cycle shall be paid by County. ENTITY or its written designated representatives are authorized to examine the records kept by County at such reasonable times and intervals as ENTITY deems necessary. Such books and records will be kept in the offices of the CTAC, or at other storage locations designated by County.
- b. County will provide reasonable reports requested by ENTITY for recording of paid current taxes, delinquent taxes, penalty and interest, attorney fees and other fees paid to County on ENTITY's behalf.
- c. If ENTITY requires County to obtain a surety bond for the CTAC acting in the capacity as Collector for ENTITY, then ENTITY agrees to pay County the premium for such bond.
- d. ENTITY shall reimburse County for all additional costs and expenses incurred in performing services requested by ENTITY that are not required to be performed by County under the terms of this Contract.

8. Tax Rate. If ENTITY's rate is rolled back or otherwise changed after County begins collections for ENTITY in any given year, County will continue to act for ENTITY in providing refunds to taxpayers or sending corrected billings if ENTITY assumes all additional costs of collection. This

cost shall be the actual cost of providing those extra services caused by the roll-back change in the tax rate and such cost will be paid within thirty (30) days after receipt of invoice therefor.

9. Other Provisions.

- a. ENTITY agrees for the County Tax Assessor-Collector (CTAC) to have access to all of ENTITY's tax records and to take possession of such tax records as designated by the CTAC and transfer same to the County Tax Office. ENTITY agrees to store and keep safe all tax records not transferred to County, and permit CTAC to have access to the stored records.
- b. County and CTAC shall not be liable to ENTITY for any failure to collect taxes, unless the failure to collect taxes results from a failure of the CTAC to perform the duties imposed by law and this Contract.
- c. Payments by ENTITY under this Contract shall be made from current revenues.
- d. If ENTITY does not establish the tax rate as required by law for ENTITY, then this Contract becomes voidable at the option of County. County may (1) declare this Contract null and void by written notice, or (2) prepare separate tax statements for ENTITY, mail to taxpayers, and ENTITY will pay County for the actual cost of the separate statements, and cost attendant to receiving separate payments and issuing receipts therefor.
- e. If County has not established the tax rate as required by law, then County will mail ENTITY's tax statements on or before October 20 with no additional cost to ENTITY.
- f. Authorized refunds to property owners will be made on the same check for all taxing units for which County collects taxes, which refunds include, but are not limited to, late exemption claims, clerical errors, overpayments, etc. If the amount of a refund exceeds \$500 County may not make the refund unless ENTITY approves the refund.

10. Fees, Interest and Costs. All tax certificate fees are to be retained by County. County shall retain all earned interest on the account of monies in possession of the CTAC. ENTITY agrees to pay its prorata (based on total tax statements) share of cost of any independent audit of tax roll and/or CTAC.
11. Insufficient Payments. ENTITY will pay to County any amount of insufficient funds for returned checks to County which represent any part of tax owed to ENTITY, which refund shall be made within seventeen (17) days after written notice to ENTITY by County of an insufficient payment.
12. ENTITY Liable for Its Information and Agreements. ENTITY agrees to indemnify and hold County harmless from any claim, litigation or any other expense that is a result from any information that ENTITY may give County, and for any agreement that ENTITY may have entered into with anyone in regard to the liability or claims as to any tax matters, and to defend a claim, make or refund payment and any other expenses of County as a result of the information given or any agreement or claim against ENTITY for any tax matter.
13. ENTITY's Prior Contracts. County does not assume any of the existing contracts that ENTITY may have in regard to any of the collection of taxes, vendor's agreements, equipment leases or any other obligation of ENTITY unless same is specifically agreed to in writing between the parties.
14. County Not Liable. County is not liable to ENTITY for any claims for damages as a result of mechanical failure, software program errors, computer failure, computer errors, paper malfunction, errors in the tax appraisal roll, and other acts and/or omissions that are not within the control of the CTAC, including acts of God, flood, drought, earthquake, storm, fire, tornado, lightning, wind storm, unusually inclement weather, natural catastrophe, war, sabotage, vandalism, civil strife, utility failure, terrorism, strikes or labor disputes, any law, order, proclamation,

regulation, ordinance, action, demand or requirement of any governmental agency, or any other acts or conditions beyond the reasonable control of County.

15. Regulations and Laws. This Contract shall be subject to all valid rules, regulations and laws applicable thereto passed or promulgated by the United States of America, State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.
16. Sovereign Immunity. It is agreed that in the execution of this Contract neither County nor ENTITY waive or shall be deemed to waive any immunity or defense that is otherwise available to it against claims arising in the exercise of governmental powers and functions.
17. Termination. This Contract shall continue in full force and effect from year to year until such time as either party hereto, by written notice to the other, may terminate the same, such termination to be effective only if provided to the other party on or before February 1 of the year in which the party intends the Contract to terminate.
18. General Provisions. Except as otherwise provided in this contract, all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the party's office or usual mailing address.
19. Duplicate Originals. This Contract is executed in duplicate originals either of which or a true copy thereof shall have the same evidential value.
20. Integration. It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in affect between the parties relating to the subject matter hereof.

21. Severability. The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Contract is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract forthwith upon delivery of written notice of termination to the other party.

EXECUTED this the _____ day of _____, 2021.

ATTEST:

Pam Greene, Winkler County Clerk

WINKLER COUNTY, TEXAS
By Authority of the Commissioners' Court

By: _____
Charles M. Wolf, Winkler County Judge

ATTEST:

Norma Moon

ENTITY:

WINKLER COUNTY HOSPITAL DISTRICT

By: _____
Lorenzo Serrano, Administrator

Minerva Soltero, Winkler County
Tax Assessor-Collector

AVIATION CAPITAL IMPROVEMENT PROGRAM*Locations, Projects, and Costs*

Texas Department of Transportation – Aviation Division

January 13, 2021**FEDERAL & STATE FY 2022***Federal FY 2022 (October 2021 - September 2022)/State FY 2022 (September 2021 - August 2022)*

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
WINK	<u>Project Status:</u> 2023-0001				
WINKLER COUNTY	<u>DRAFT</u>				
	E/D for Lighting Rehab (NPE 19)	166,667	150,001	0	16,666
	Project Totals:	\$ 166,667	\$ 150,001	\$ 0	\$ 16,666

AVIATION CAPITAL IMPROVEMENT PROGRAM

Texas Department of Transportation – Aviation Division

*Locations, Projects, and Costs***January 13, 2021****FEDERAL & STATE FY 2024***Federal FY 2024 (October 2023 - September 2024)/State FY 2024 (September 2023 - August 2024)*

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
WINK	<u>Project Status:</u> 2024-0001				
<u>WINKLER COUNTY</u>	<u>DRAFT</u>				
	Replace Runway Signage	75,000	67,500	0	7,500
	Install PAPI-2 RW 31	35,000	31,500	0	3,500
	Replace RW 13-31 MIRL's	500,000	450,000	0	50,000
	CADMIN, RPR, Testing, Contingency	250,000	225,000	0	25,000
	FAA Flight Check for PAPI install	15,000	13,500	0	1,500
	Install PAPI-2 RW 13	25,000	22,500	0	2,500
	Replace RW 4-22 MIRL's	325,000	292,500	0	32,500
	Project Totals:	\$ 1,225,000	\$ 1,102,500	\$ 0	\$ 122,500



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

BETWEEN the Owner:

(Name, legal status, address and other information)

Winkler County
100 East Winkler Street
Kermit, TX 79745

and the Contractor:

(Name, legal status, address and other information)

NC Sturgeon, LP
2800 Windecker Street
Midland, TX 79711

for the following Project:

(Name, location and detailed description)

Winkler County EMS Station
731 S. East Avenue
Kermit, TX 79745
BRW Project No.: 220020.00

The Architect:

(Name, legal status, address and other information)

Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, TX 75204

The Owner and Contractor agree as follows.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

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User Notes:

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Not later than three hundred and thirty (330) calendar days from the date of commencement of the Work.

By the following date:

~~§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

~~§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.~~

ARTICLE 4 CONTRACT SUM

~~§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$—), four million, six hundred sixty-three thousand, five hundred ninety dollars (\$4,663,590.00), that includes a contingency of one hundred thirty five thousand dollars (\$135,000.00), if needed, subject to additions and deductions as provided in the Contract Documents. All remaining contingency at the completion of the project shall inure to the benefit of the Owner.~~

§ 4.2 Alternates

~~§ 4.2.1 Alternates, if any, included in the Contract Sum:~~

Item	Price
A. <u>Alternate No. 1: Provide Four – Fold Doors at North Side. Base Bid is sectional doors.</u>	<u>\$144,900.00</u>
B. <u>Alternate No. 2: Provide Fence and gate at perimeter as shown, Base Bid is no fence.</u>	<u>\$ 95,450.00</u>
C. <u>Alternate No. 3: Provide Low-Velocity High-Volume fans at Ambulance Bays as shown, Base Bid is no LVHV fans.</u>	<u>\$ 17,800.00</u>
D. <u>Alternate No. 4: Provide Foundation, Structure and Roofing for covered parking to south of building as shown, Base Bid as paving only.</u>	<u>\$ 56,440.00</u>

~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)~~

Item	Price
------	-------

~~§ 4.4 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Unit Price No. 1: Provide unit prices for adding electrical power boxes

Description: If additional electrical power is determined to be required, provide a unit price for adding additional electrical outlet boxes per each as noted below. Price assumes walls are not closed up and accessible for installation of conduit and boxes from at least one side. And does not include any finishes that may be required.

Item	Units and Limitations	Price per Unit (\$0.00)
<u>A1. Relocate installed power outlet</u>		<u>\$150.00 each</u>
<u>A2. Add power outlet on nearby power circuit</u>		<u>\$200.00 each</u>
<u>A3. Add dedicated power with home run to panel. on spare breaker.</u>		<u>\$400.00 each</u>

Unit Price No. 2: Provide unit prices for adding data drops boxes

Description: add data drops boxes with $\frac{3}{4}$ " or 1" conduit in wall as required to above accessible ceiling, in the event that additional data is determined to be required. Price assumes wall are not closed up and accessible for installation of conduit and boxes from at least one side; and does not include any finishes repair that may be required. Include cabling back to MDF and dual data termination / face plate, or similar.

B1. Add data drop	\$600.00 each
-------------------	---------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The time of completion is the essence of this contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the Owner, or as equitably increased by additional work or materials ordered after the contract is signed, the sum of \$500.00 per calendar day, unless otherwise specified in the special provisions, shall be deducted from the monies due to the Contractor. The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amounts are fixed and agreed upon by and between Owner and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amounts are agreed to be the amount of damages which the Owner would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall pay any additional amounts due.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
month:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the — day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the — day of the — month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.) On or before first (1st) day of each month, Contractor shall submit to Architect its Application for Payment. The Owner shall make the payment to the

Contractor in amounts determined by the Architect to be properly due not later than twenty five (25) days after its receipt of the Contractors Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5.1 In taking action on the Contractors' Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purpose the Contractor has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by Owner, will be performed by the Owner's accountants acting in sole interest of the Owner.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5)%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.1, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

Payments due and unpaid and not in dispute under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

—% pursuant to 2251.025 of the Texas Government Code.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Init.

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Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other (Specify)

Winkler County, Kermit, Texas

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Honorable Charles Wolf

County of Winkler

100 East Winkler Street

Kermit, TX 79745

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Chuck Sturgeon, President

N.C. Sturgeon, L.P.

2800 Windecker Street

Midland, TX 79711

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

Init.

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§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5	Drawings Number <u>See Exhibit "A" Drawings Issued</u>	Title	Date <u>10/13/2020</u>
.6	Specifications Section <u>See Exhibit "B" Specifications Issued</u>	Title	Date <u>10/13/2020</u>
.7	Addenda, if any: Number <u>See Exhibit "C" Addendum No. 1 Issued</u>	Date <u>11/16/2020</u>	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Init.

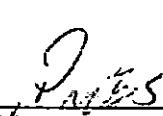
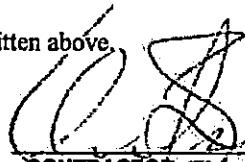
[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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8. Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Charles Wolf, Winkler County Judge
(Printed name and title)

CONTRACTOR (Signature)

Chuck Sturgeon, President
(Printed name and title)

Init.

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(1831548489)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:14:06 CT on 01/14/2021 under Order No. 7786836705 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 5 PAGES

TO OWNER:
Winkler County
100 East Winkler Street
Kermit, Tx 79745
FROM CONTRACTOR:
RRC Construction
10617 W. CR 72
Midland, Tx 79707

PROJECT:
Winkler Community Center at Kermit
S. East Ave.
Kermit, TX 79745
VIA ARCHITECT:
Level 5 Architecture, PLLC
PoBox 1012
Mansfield, Tx 76063

APPLICATION #: PA06032519-17 Distribution to:
PERIOD TO: 01/31/21
PROJECT NOS: 18-02
CONTRACT DATE: 04/08/19

Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: Winkler Community Center at Kermit

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached

1. ORIGINAL CONTRACT SUM-----

\$ 3,957,000.00

2. Net change by Change Orders-----\$

\$ 554,449.18

3. CONTRACT SUM TO DATE (Line 1 +/- 2)

\$ 4,511,449.18

4. TOTAL COMPLETED & STORED TO DATE-\$
(Column G on Continuation Sheet)

\$ 4,511,449.15

5. RETAINAGE:

a. of Completed Work
(Columns D+E on Continuation Sheet)

\$ []

b. of Stored Material
(Column F on Continuation Sheet)

\$ []

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet-----

\$ []

6. TOTAL EARNED LESS RETAINAGE-----\$

4,511,449.15

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----\$

4,459,105.86

8. CURRENT PAYMENT DUE-----\$

120,775.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ []

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$554,449.18	
Total approved this Month		
TOTALS	\$554,449.18	
NET CHANGES by Change Order	\$554,449.18	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due

CONTRACTOR:

By: Diana Urias Date: 1/18/21

State of: Texas

County of: Midland

Subscribed and sworn to before
me this 18th day of January, 2021



Notary Public: Jocelyn Gonzales
My Commission expires: 06-05-2023

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED ----- \$ []

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
 Winkler Community Center at Kermit
 S. East Ave.
 Kermit, TX 79745

Page 2 of 5 Pages

APPLICATION NUMBER: PA06032519-17

APPLICATION DATE: 01/18/21

PERIOD TO: 31-Jan-21

ARCHITECT'S PROJECT NO: 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period				
1	Contract Requirements							
2	Insurance	\$26,151.48	26,151.48			26,151.48	100%	(0.00)
3	General Requirements							
4	Project Management and Coordination	\$227,639.21	227,639.21			227,639.21	100%	0.00
5	Bonds	\$97,339.99	97,339.99			97,339.99	100%	(0.00)
6	Temporary Utilities	\$6,903.99	6,903.99			6,903.99	100%	0.00
7	Construction Facilities	\$13,807.98	13,807.98			13,807.98	100%	0.00
8	Construction Aids	\$120,819.83	120,819.83			120,819.83	100%	0.00
9	Controls - Vehicular Access and Parking	\$3,765.81	3,765.81			3,765.81	100%	0.00
10	Temporary Barriers and Enclosures	\$7,845.44	7,845.44			7,845.44	100%	0.00
11	Temporary storm water Controls	\$7,922.85	7,922.85			7,922.85	100%	0.00
12	Site sign	\$836.85	836.85			836.85	100%	(0.00)
13	Mobilization	\$2,615.15	2,615.15			2,615.15	100%	(0.00)
14	Cleaning and Waste Management	\$22,784.92	22,784.92			22,784.92	100%	0.00
15	Concrete							
16	Concrete Forming and Accessories - Concrete	\$8,105.91	8,105.91			8,105.91	100%	0.00
17	Concrete Reinforcing - Reinforcement Bars	\$30,021.90	30,021.90			30,021.90	100%	(0.00)
18	Cast-in-Place Concrete - Structural Concrete	\$169,677.60	169,677.60			169,677.60	100%	(0.00)
19	Cast-in-Place Concrete - Concrete	\$1,882.91	1,882.91			1,882.91	100%	(0.00)
20	Masonry							
21	Common Work Results for Masonry	\$301,139.51	301,139.51			301,139.51	100%	0.00
22	Metals							
23	Pipe bollards and embeds	\$1,782.48	1,782.48			1,782.48	100%	0.00
24	roof accessories	\$1,882.91	1,882.91			1,882.91	100%	(0.00)
25	Window canopies	\$39,750.25	39,750.25			39,750.25	100%	(0.00)
26	Wood, Plastics, and Composites							
27	Rough Carpentry - Wood Framing	\$175,092.25	175,092.25			175,092.25	100%	(0.00)
28	Rough Carpentry - Wood Decking	\$38,908.38	38,908.38			38,908.38	100%	(0.00)
SUBTOTALS PAGE 2		1,306,677.61	1,306,677.60			1,306,677.60	100%	0.01

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

Page 2 of 5 Pages

APPLICATION NUMBER: PA06032519-17

PROJECT:
Winkler Community Center at Kermit
S. East Ave.
Kermit, TX 79745

APPLICATION DATE 01/18/21
PERIOD TO 31-Jan-21
ARCHITECT'S PROJECT NO 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period				
29	Rough Carpentry - Sheathing	\$27,827.16	27,827.16			27,827.16	100%	0.00
30	Architectural Wood Casework	\$30,335.72	30,335.72			30,335.72	100%	(0.00)
31	Thermal and Moisture Protection							
32	Thermal Protection - Thermal Insulation	\$22,594.88	22,594.88			22,594.88	100%	(0.00)
33	Roof and Deck Insulation	\$71,132.02	71,132.02			71,132.02	100%	0.00
34	Fire and Smoke Protection - Firestopping	\$3,661.21	3,661.21			3,661.21	100%	(0.00)
35	Joint Protection - Joint Sealants	\$3,661.21	3,661.21			3,661.21	100%	(0.00)
36	metal roofing	\$251,054.20	251,054.20			251,054.20	100%	0.00
37	Openings							
38	Doors and Frames - Metal Frames	\$10,251.38	10,251.38			10,251.38	100%	(0.00)
39	Doors and Frames - Metal Doors	\$3,347.39	3,347.39			3,347.39	100%	(0.00)
40	Doors and Frames - Wood Doors	\$39,854.85	39,854.85			39,854.85	100%	0.00
41	Entrances and Storefronts	\$150,058.23	150,058.23			150,058.23	100%	0.00
42	Hardware - Door Hardware	\$5,596.42	5,596.42			5,596.42	100%	(0.00)
43	Finishes							
44	Plaster and Gypsum Board Assemblies	\$27,305.28	27,305.28			27,305.28	100%	0.00
45	Tiling - Thin-Set Tiling	\$34,989.63	34,989.63			34,989.63	100%	0.00
46	Ceilings - Acoustical Ceilings	\$34,909.24	34,909.24			34,909.24	100%	0.00
47	Flooring - Flooring Treatment	\$4,349.51	4,349.51			4,349.51	100%	0.00
48	Flooring - Resilient Flooring	\$65,814.12	65,814.12			65,814.12	100%	0.00
49	Flooring - Carpeting	\$8,648.82	8,648.82			8,648.82	100%	(0.00)
50	Painting and Coating - Painting	\$122,697.09	122,697.09			122,697.09	100%	0.00
51	Specialties							
52	Information Specialties - Signage	\$6,040.99	6,040.99			6,040.99	100%	0.00
53	Toilet, Bath, and Laundry Accessories	\$19,299.79	19,299.79			19,299.79	100%	0.00
54	Pest Control	\$4,052.96	4,052.96			4,052.96	100%	(0.00)
55	Safety Specialties - Fire Protection Specialties	\$3,059.72	3,059.72			3,059.72	100%	0.00
56	Exterior Specialties - Flagpoles	\$10,460.59	10,460.59			10,460.59	100%	0.00
SUBTOTALS PAGE 3		2,267,680.03	2,267,680.01			2,267,680.01	100%	0.02

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

 PROJECT:
 Winkler Community Center at Kermit
 S. East Ave.
 Kermit, TX 79745

Page 4 of 5 Pages

APPLICATION NUMBER. PA06032519-17

APPLICATION DATE. 01/18/21

PERIOD TO: 31-Jan-21

ARCHITECT'S PROJECT NO 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period				
57	Furnishings							
58	Casework - Countertops	\$25,963.19	25,963.19			25,963.19	100%	(0.00)
59	Fire Suppression							
60	Ansul	\$5,818.18	5,818.18			5,818.18	100%	0.00
61	Plumbing							
62	Plumbing Piping - Facility Water Distribution	\$48,635.48	48,635.48			48,635.48	100%	(0.01)
63	Plumbing Piping - Facility Sanitary Sewerage	\$106,162.45	106,162.45			106,162.45	100%	0.00
64	Plumbing Fixtures - Commercial Fixtures	\$60,671.43	60,671.43			60,671.43	100%	0.00
65	Drinking Fountains and Water Coolers	\$3,556.60	3,556.60			3,556.60	100%	0.00
66	Gas piping	\$1,260.50	1,260.50			1,260.50	100%	0.00
67	Heating, Ventilating, and Air Conditioning (HVAC)							
68	Common Work Results for HVAC	\$3,347.39	3,347.39			3,347.39	100%	(0.00)
69	HVAC Ducts and Casings	\$47,813.27	47,813.27			47,813.27	100%	0.00
70	Packaged Compressor and Condenser Units	\$259,841.10	259,841.10			259,841.10	100%	(0.00)
71	Electrical							
72	Electrical Systems	\$129,694.60	129,694.60			129,694.60	100%	
73	Medium-Voltage Transformers	\$25,105.42	25,105.42			25,105.42	100%	0.00
74	Medium-Voltage Switchgear	\$25,105.42	25,105.42			25,105.42	100%	0.00
75	Lighting - Interior Lighting	\$48,635.48	48,635.47			48,635.47	100%	0.00
76	Lighting - Exterior Lighting	\$54,918.11	54,918.11			54,918.11	100%	(0.00)
77	Communications							
78	Conduit and boxes for communication	\$28,766.63	28,766.63			28,766.63	100%	(0.00)
79	Audio-Video Systems	\$47,072.66	47,072.66			47,072.66	100%	0.00
80	security building access	\$12,552.71	12,552.71			12,552.71	100%	
81	Earthwork							
82	Site Clearing	\$4,609.98	4,609.98			4,609.98	100%	0.00
83	Earth Moving - Grading	\$73,785.46	73,785.46			73,785.46	100%	(0.00)
84	Earth Moving - Excavation and Fill	\$183,148.22	183,148.22			183,148.22	100%	0.00
SUBTOTALS PAGE 4		3,464,144.31	3,464,144.28			3,464,144.28	100%	0.03

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
 Winkler Community Center at Kermit
 S. East Ave.
 Kermit, TX 79745

Page 5 of 5 Pages

APPLICATION NUMBER PA06032519-17

APPLICATION DATE 06/25/20

PERIOD TO 31-Jan-21

ARCHITECT'S PROJECT NO. 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	J Retainage
			From Previous Application (D + E)	This Period					
85	Exterior Improvements								
86	Bases, Ballasts, and Paving - Flexible Paving	\$247,146.75	247,146.75			247,146.75	100%	0.00	
87	Curbs, Gutters, Sidewalks, and Driveways	\$160,771.03	160,771.03			160,771.03	100%	0.00	
88	Site Improvements - Fences and Gates	\$24,268.57	24,268.57			24,268.57	100%	0.00	
89	Utilities								
90	Water Utility Distribution Piping	\$23,850.15	23,850.15			23,850.15	100%	(0.00)	
91	Sanitary Utility Sewerage Piping	\$12,609.20	12,609.20			12,609.20	100%	(0.00)	
92	electrical underground	\$24,209.99	24,209.99			24,209.99	100%	0.00	
93	KCC-CO-001	\$21,148.94	21,148.94			21,148.94	100%		
94	KCC-CO-002	\$67,587.33	67,587.33			67,587.33	100%		
95	KCC-CO-003	47,441.93	47,441.93			47,441.93	100%		
96	KCC-CO-004	160,086.85	160,086.85			160,086.85	100%		
97	KCC-CO-005	24,061.40	24,061.40			24,061.40	100%		
98	KCC-CO-006	80,283.76	80,283.76			80,283.76	100%		
99	KCC-CO-007	267.96	267.96			267.96	100%		
100	KCC-CO-008	8,448.00	8,448.00			8,448.00	100%		
101	KCC-CO-009	5,284.42	5,284.42			5,284.42	100%		
102	KCC-CO-010	4,933.50	4,933.50			4,933.50	100%		
103	KCC-CO-011	2,838.00	2,838.00			2,838.00	100%		
104	KCC-CO-012	79,723.69	79,723.69			79,723.69	100%		
105	KCC-CO-013	1,816.52		1,816.52		1,816.52	100%		
106	KCC-CO-014	50,526.88		50,526.88		50,526.88	100%		
107									
108									
109									
110									
111									
112									
	SUBTOTALS PAGE 5	4,511,449.18	4,459,105.75	52,343.40		4,511,449.15	100%	0.03	



OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CHANGE ORDER 14

PROJECT: Kermit Community Center
725 S. East Ave
Kermit, TX 79745
TO OWNER: Winkler County
100 East Winkler Street
Kermit, TX 79745

CHANGE ORDER NUMBER: KCC-CO-014
DATE: 8/5/2020
ARCHITECT'S PROJECT NO: 18-03
CONTRACT DATE: 4/8/2019
CONTRACT FOR: Kermit Community Center

The Contract is Changed as follow:

This change order includes the following item that will be added to the contract:

Labor and material To install (4) Canopies as per ASI 05 Revised sheets.	\$ 25,634.00
Labor and material to provide lighting for each canopy.	\$ 12,000.00
Forklift rental	\$ 850.00

Bond increase	\$ 4,516.08
RRC OP	\$ 7,526.80
Total	\$ 50,526.88

Not valid until signed by the Owner and Contractor.

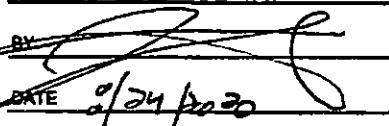
The original (Contract Sum) (Guaranteed Maximum Price) was	\$3,957,000.00
Net change by previously authorized Change Orders	\$424,108.81
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$4,381,108.81
The (Contract Sum) (Guaranteed Maximum Price) will be	Increased
by this Change Order in the amount of	\$50,526.88
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$4,431,725.49

The contract Time will be Increased by: 7 days. from the time material arrives on site.
Canopies have 4-6 week manufacture time.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Level 5 Design Group

ARCHITECT
104 S. Main
ADDRESS
Mansfield, Tx 76063

BY 
DATE 9/24/2020

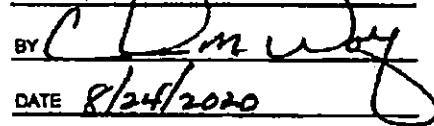
RRC Construction

CONTRACTOR
10617 West CR 72
ADDRESS
Midland, TX 78707

BY _____
DATE _____

Winkler County

OWNER
100 East Winkler Street
ADDRESS
Kermit, TX 79745

BY 
DATE 8/24/2020



Level 5 Architecture, PLLC
104 South Main Street
Mansfield, Texas 76063

Winkler County

Invoice number 1803-30
Date 01/19/2021

Project 18-03 KERMIT COMMUNITY CENTER
AND ANNEX

Construction Cost	\$4,511,449.15
Construction Cost %	9.00 %
Contract Amount	\$168,140.90

Description	Contract Amount	Percent Complete	Current Billed
Construction Cost Increase - CA	168,140.90	100.00	4,710.90
Total	168,140.90	100.00	4,710.90

Reimbursables

Miles	Units	Rate	Billed Amount
	772.00	0.565	436.18
			Invoice total 5,147.08

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining
Phase 1 Design Services	73,800.00	73,800.00	0.00	0.00
Design Development	73,800.00	73,800.00	0.00	0.00
Construction Docs	72,000.00	72,000.00	0.00	0.00
Construction Admin	23,000.00	23,000.00	0.00	0.00
Construction Cost Increase - CA	168,140.90	163,430.00	4,710.90	0.00
Add Services - Civil Engineering	45,201.40	45,201.40	0.00	0.00
Total	455,942.30	451,231.40	4,710.90	0.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1803-30	01/19/2021	5,147.08	5,147.08				
	Total	5,147.08	5,147.08	0.00	0.00	0.00	0.00

Parkhill

INVOICE

Please note that our email domain and website have changed to Parkhill.com.

Total Due this Invoice **\$3,967.70**

Honorable Charles Wolf
County Judge
Winkler County
County Courthouse
PO Drawer Y
100 E Wonkler St
Kermit, TX 79745

January 12, 2021

Invoice No: 01409819.00 - 20

Project 01409819.00 Winkler Co Air Hangars
Managing and coordinating with contractor and Hangar Building manufacturing. Project observation during concrete and pavement operations.

Professional Services from December 1, 2020 to December 31, 2020

Task Construction Admin Services

Fee

Total Fee 74,993.00

Percent Complete 62.62 Total Earned 46,960.62

Previous Fee Billing 44,995.80

Total Fee 1,964.82

Task Subtotal \$1,964.82

Task Resident Project Representative

Fee

Total Fee 18,208.00

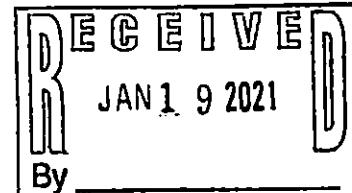
Percent Complete 61.00 Total Earned 11,106.88

Previous Fee Billing 9,104.00

Total Fee 2,002.88

Task Subtotal \$2,002.88

Total Due this Invoice **\$3,967.70**



RETURN REMITTANCE COPY WITH PAYMENT.
THANK YOU!

RRC Construction Payment Request

TO: Winkler County
100 East Winkler St.
Kermit, TX 79745

FROM: RRC Construction
10617 West County Road No. 72
Midland, TX 79707

PROJECT: Winkler County Airport
2750 FM Road 1232
Wink TX, 79789

ARCHITECT:

PERIOD TO: 01/20/2021
PROJECT NO: 20-007
APPLICATION NO: 6
ARCHITECT NO:
CONTRACT DATE: 06/08/2020
APPLICATION DATE: 01/18/2021

CONTRACTOR'S PAYMENT REQUEST

ORIGINAL CONTRACT SUM.....	1,394,596.45
NET CHANGE BY PHASE.....	0.00
NET CHANGE BY CHANGE ORDERS.....	49,900.00
CONTRACT SUM TO DATE.....	1,444,496.45
TOTAL COMPLETED AND STORED TO DATE.....	1,294,051.39

Work covered by this Payment Request has been completed in accordance with the Contract Documents. Furthermore, all prior payment requests have been paid where payments have been received from Owner and the current payment shown is now due.

RETAINAGE:	
5.00% OF COMPLETED WORK	46,590.73
5.00% OF STORED MATERIALS	15,616.84

State of: TX
County of: Midland

TOTAL RETAINAGE	62,207.57
TOTAL EARNED LESS RETAINAGE	1,231,843.82
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER.....	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	964,798.82
CURRENT PAYMENT DUE.....	267,045.00
BALANCE TO FINISH INCLUDING RETAINAGE.....	212,652.63

Subscribed and sworn to before me this: January 18, 2021

NOTARY PUBLIC: Jocelyn Gonzales

My Commission Expires: June 5, 2023

Verified

Date: January 18, 2021 8:52 AM



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

(See Attached Pages for Continuation Worksheet Page.)

TOTAL OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Prior Months Approved Change Orders	49,900.00	0.00
Current Month Change Orders	0.00	0.00
TOTALS	49,900.00	0.00
Net of Approved Change Orders		49,900.00

This document has been digitally signed, notarized, verified and a record log maintained by third party internet hosting service as per the Electronic Records and Signatures in Commerce Act.

CERTIFICATION FOR PAY REQUEST BY ARCHITECT

Based on on-site observations and the requested amount in this pay request, the Construction Manager/Architect certify to the Owner that to the best of their knowledge the Contractor is entitled to payment of the amount of this pay request.

AMOUNT REQUESTED..... \$267,045.00

ENGINEER/ARCHITECT:

By: Bijan Jamalabad, PE

Date: January 20, 2021

The AMOUNT REQUESTED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Authorized Signator for Winkler County

By: [Signature]

Date: January 20, 2021

PROGRESS ESTIMATE

WINKLER COUNTY WINKLER COUNTY AIRPORT HANGARS AND HANGAR ACCESS TAXIWAY IMPROVEMENTS				CONTRACTOR'S APPLICATION FOR PAYMENT NO. <u>6</u>					
For Period		Dec. 1, 2020	to	Jan. 20, 2021					
ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE			
		Quantity	Unit	Price	Amount	Quantity	Amount	%	
SCHEDULE 1 BASE BID - HANGAR CONSTRUCTION									
1	Item C-105, Mobilization	1	LS	\$ 78,783.00	\$ 78,783.00	S	-		
2	Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, (Silt Fence)	150	LF	\$ 22.96	\$ 3,444.00	S	-		
3	Item PSC P-140, Temporary Barricades and Marking for Pavement Closure (For Schedule 1)	1	LS	\$ 9,680.00	\$ 9,680.00	S	-		
4	Item P-152, Grading and Subgrade Preparation for Hangar Foundation	1,984	SY	\$ 15.00	\$ 29,760.00	S	-	100%	
5	Item P-152, Excavation	7,298	SY	\$ 5.00	\$ 36,490.00	S	-	100%	
6	Item HGR, 8 Unit T-Hanger & attached 75' x 75' Box Hangar (Including Building Foundation, Electrical & Plumbing Service)	1	EA	\$ 405,055.00	\$ 405,055.00	S	-		
7	Item HGR, 8 Unit T-Hanger & attached 75' x 75' Box Hangar (Including Building Components, Doors, Electrical and Plumbing Service)	1	EA	\$ 421,575.00	\$ 421,575.00	S	-		
SCHEDULE 2 BASE BID - HANGAR ACCESS TAXIWAYS CONSTRUCTION									
8	Item C-105, Mobilization	1	LS	\$ 32,758.00	\$ 32,758.00	S	-		
9	Item P-152, Excavation	948	CY	\$ 27.94	\$ 26,487.12	S	-	100%	
10	Item P-152, Embankment	900	CY	\$ 27.00	\$ 24,300.00	S	-		
11	Item P-152, Grading & Subgrade Preparation Under Areas to be Paved	5,902	SY	\$ 12.00	\$ 70,824.00	S	-		
12	Item P-152, Grading & Subgrade Preparation Outside of Paved Areas	5,384	SY	\$ 1.90	\$ 10,229.60	S	-		
13	TxDOT Item 247, Type A Grade 1 or 2 (10-inch Flexible Base)	5,712	SY	\$ 16.50	\$ 94,248.00	S	-		
14	TxDOT Item 340 Hot Mix Asphalt, Type D in two 1-1/2 inch lifts (3-inch thickness total)	846	Ton	\$ 131.53	\$ 111,274.38	S	-		
15	Item P-602, Bituminous Prime Coat, including herbicidal treatment (.15 Gal/SY)	801	Gal	\$ 25.00	\$ 20,025.00	S	-		
16	Item P-603, Bituminous Tack Coat (.05 gal/SY)	267	Gal	\$ 42.00	\$ 11,214.00	S	-		
17	Item P-620, Runway and Taxiway Painting	619.00	SF	\$ 13.65	\$ 8,449.35	S	-		
TOTAL ORIGINAL CONTRACT						\$ 1,394,596.45	\$ -		
CHANGE ORDERS									
Material / Labor		ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE			
ITEM NO.	DESCRIPTION OF ITEM	Quantity	Unit	Price	Amount	Quantity	Amount	%	
		1	Additional pavement work for hangars	1	LS	\$ 49,900.00	\$ 49,900.00	S	-
TOTAL ORIGINAL CONTRACT PLUS APPROVED MATERIAL/LABOR CHANGE ORDERS						\$ 1,444,496.45	\$ -		
Contractor Requested Weather Days									
Original Contract Completion Days								44200	
APPLICATION #	TYPE OF WEATHER (DESCRIPTION)	PERIOD OF WEATHER (DATES)				# of Days			
1						1			
TOTAL REQUESTED DAYS									

STORED MATERIAL SUMMARY

WINKLER COUNTY
WINKLER COUNTY AIRPORT HANGARS AND HANGAR ACCESS TAXIWAY IMPROVEMENTS

CONTRACTOR'S APPLICATION FOR PAYMENT NO. _____

6

For Period: Dec. 1, 2020 to Jan. 20, 2021

Application Number: 6
 Application Date: 01/18/2021
 Period from: 12/01/2020 to 01/20/2021
 Project: Winkler County Airport

Submitted From:
 RRC Construction
 10617 West County Road No. 72
 Midland, TX 79707

Contractor's Project No:20-007
 Architect Number:
 Print Date: 01/18/2021

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		G Total Complete and Stored To Date (D+E+F)	H % Comp	I Balance to Finish (C-G)	J Retainage			
			Previous Applications	E This Application							
				F Work In Place	G Stored Material						
1	Item 1 Building Mobilization	78,783.45	78,783.45	0.00	0.00	78,783.45	100.0000	0.00	3,939.1725		
2	Item 2 Temp SWPPP	3,444.00	3,444.00	0.00	0.00	3,444.00	100.0000	0.00	172.2000		
3	Item 3 Temp Barricades	9,680.00	9,680.00	0.00	0.00	9,680.00	100.0000	0.00	484.0000		
4	Item 4 Grading For Hanger	29,760.00	29,760.00	0.00	0.00	29,760.00	100.0000	0.00	1,488.0000		
5	Item 5 Pad Excavation	36,490.00	36,490.00	0.00	0.00	36,490.00	100.0000	0.00	1,824.5000		
6	Item 6 Hanger pad, Plumbing and electrical rough ins, Anchor bolts	405,055.00	405,055.00	0.00	0.00	405,055.00	100.0000	0.00	20,252.7500		
7	Item 7 Hanger Building, Erection, insulation, finish of plumbing and electr...	421,575.00	31,236.84	0.00	281,100.00	312,336.84	74.0881	109,238.16	15,616.8420		
8	Item 8 site Mobilization	32,758.00	0.00	0.00	0.00	0.00	0.0000	32,758.00	0.0000		
9	Item 9 Site Excavation	26,487.12	26,487.12	0.00	0.00	26,487.12	100.0000	0.00	1,324.3560		
10	Item 10 Site Embankment	24,300.00	24,300.00	0.00	0.00	24,300.00	100.0000	0.00	1,215.0000		
11	Item 11 Grading Under Paved Areas	70,824.00	70,824.00	0.00	0.00	70,824.00	100.0000	0.00	3,541.2000		
12	Item 12 Grading Outside Paved Areas	10,229.60	10,229.60	0.00	0.00	10,229.60	100.0000	0.00	511.4800		
13	Item 13 10" Flex Base	94,248.00	94,248.00	0.00	0.00	94,248.00	100.0000	0.00	4,712.4000		
14	Item 14 Hot Mix asphalt	111,274.38	111,274.38	0.00	0.00	111,274.38	100.0000	0.00	5,563.7190		
15	Item 15 Prime Coat	20,025.00	20,025.00	0.00	0.00	20,025.00	100.0000	0.00	1,001.2500		
16	Item 16 Tack Coat	11,214.00	11,214.00	0.00	0.00	11,214.00	100.0000	0.00	560.7000		
17	Item 17 Taxiway Markings	8,448.90	0.00	0.00	0.00	0.00	0.0000	8,448.90	0.0000		
	Total:	\$1,394,596.45	\$963,051.39	\$0.00	\$281,100.00	\$1,244,151.39	89.2123%	\$150,445.06	\$62,207.5695		

Contract/A Change Order	Change Order Description	Change Order Amount	Change Order Date	Change Order Status	Change Order Due Date	Change Order Last Update	Change Order Last Status	Change Order Last User	Change Order Last Update Date
1	Additional pavement work for hangers requested by Winkler county. War...	49,900.00	49,900.00	0.00	0.00	49,900.00	100.0000	0.00	0.0000
	Change Order Total:	\$49,900.00	\$49,900.00	\$0.00	\$0.00	\$49,900.00	100.0000%	\$0.00	\$0.0000

Project Grand Total: \$1,444,496.45 \$1,012,951.39 \$0.00 \$281,100.00 \$1,294,051.39 89.5849% \$150,445.06 \$62,207.57



RRC Construction

10617 West County Road No. 72 Midland, TX 79707

Phone: (432) 618-9939

Fax: (432) 618-0205

Waiver and Release of Lien

FROM: RRC Construction
10617 West County Road No. 72
Midland, TX 79707

TO: Winkler County
100 East Winkler St.
Kermit, TX 79745

Project No: 20-007
Project: Winkler County Airport

Contract Date: 06/08/2020

WHEREAS THE UNDERSIGNED contractor has provided labor, services, materials, or equipment for the above project, under an agreement with: Winkler County

PARTIAL WAIVER AND RELEASE: In consideration of partial payment for labor, services, materials, or equipment provided in the amount of: \$267,045.00

COVERING THE FOLLOWING APPLICATION FOR PAYMENT:

Application No: 6 Application Date: 01/18/2021

Together with any previous payment(s) already received but excluding any retainage or any labor, services, materials, or equipment provided after the date of: 01/18/2021

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, claims, or right of claim, or right of lien, statutory or otherwise, against the property, project, Owner, or any other person or entity who is or may be claimed to be liable, or any sureties, for labor, services, materials, or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above.

UNCONDITIONAL RELEASE: Upon receipt of payments as indicated above the undersigned will grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he/she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

RRC Construction
10617 West County Road No. 72
Midland, TX 79707

Michael Ramirez
Agent of RRC Construction

Verified

State of: TX
County of: Midland

Subscribed and sworn to before me this:
January 18, 2021

Notary Public:
Jocelyn Gonzales

My Commission Expires:
June 5, 2023



Date: January 18, 2021 8:52 AM

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

This document has been digitally signed, notarized, verified and a record log maintained by third party internet hosting service as per the Electronic Records and Signatures in Commerce Act.