

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

TIME: 9:00 O'CLOCK A.M.
DATE: MONDAY, SEPTEMBER 28, 2020
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 August 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) Consider for approval Residential Services Agreement between Grayson County Juvenile Services and Winkler County for the period of September 1, 2020 to August 31, 2021.
3. Close bidding and award bid for golf cart space at Winkler County Golf Course.
4. Receive tax roll audit from Bill Patton of Robison Johnston & Patton, LLP.
5. Hear recommendation of Winkler County Fire Marshall, Kermit Volunteer Fire Department, and Wink Volunteer Fire Department and consider for approval continuing burn ban in unincorporated areas in the county.
6. Consider for approval Proclamation designating week of October 4 – 10, 2020 as National 4-H Week in Winkler County.
7. Consider, discuss, and approve Wink-Loving ISD using Winkler County baseball fields.
8. Approve polling places for November 3, 2020 General Election.
9. Consider for approval disbursement of funds in the amount of \$1,000.00 to Upper Pecos Soil and Water Conservation District No. 213.
10. Consider for approval payment to BWI Companies, Inc., for herbicide at Winkler County Park in Kermit in the amount of \$3,400.00 from budgeted funds.
11. Consider for approval payment in the amount of \$1,318.00 to Regional Public Defender Office/Lubbock County for the 2021 participation from legal services budgeted funds.
12. Accept Texas "J" Regional Advisory Council 2019 EMS/Trauma Care System Funds in the amount of \$8,769.00 to Winkler County EMS.

WINKLER COUNTY COMMISSIONERS' COURT
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13. Accept Texas "J" Regional Advisory Council 2019 EMS/Trauma Care System Funds in the amount of \$6,865.00 to Winkler County EMS – Loving County.
14. Conduct audit and consider for approval asset forfeiture report of Winkler County District Attorney in accordance with Article 59.06, Code of Criminal Procedure, V.T.C.A.
15. Enter asset forfeiture report of Winkler County District Attorney in minutes of Commissioners' Court in accordance with Article 59.06, Code of Criminal Procedure, V.T.C.A.
16. Approve change orders and modifications for Winkler County Courthouse.
17. Approve Winkler County Courthouse construction claims.
18. Approve change orders and modifications for Kermit Community Center.
19. Approve Kermit Community Center construction claims.
20. Approve change orders and modifications for Winkler County Golf Course.
21. Approve Winkler County Golf Course construction claims.
22. Approve change orders and modifications for Winkler County Airport.
23. Approve Winkler County Airport construction claims.
24. Approve Winkler County EMS construction claims.
25. Receive monthly reports from county officials.
26. Discuss and approve line item adjustments.
27. Discuss and approve budget amendments.
28. Approve 2020 tax rate of .50.
29. Adopt 2020 Tax Rate to fund 2021 County budget.
30. Adopt 2021 County budget with any changes made since proposed budget filed with County Clerk.
31. Adjourn.

**GRAYSON COUNTY JUVENILE SERVICES
RESIDENTIAL SERVICES AGREEMENT**
Post-Adjudication Secure Correctional Services
&
Pre-Adjudication Detention Services

This residential Services Agreement (herein after referred to as "Agreement") is entered into by and between Grayson County, Texas acting through the Grayson County Juvenile Board, by its duly authorized Chairman or its representative, (hereinafter referred to as "Grayson County") and Winkler County in Texas, acting through its Juvenile Board's duly authorized Chairman or its representative (hereinafter referred to as "County"). **This Agreement replaces any previous agreement entered into by the parties for these same services.**

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to make facilities available to Juvenile Probation Departments with the need of a pre-adjudication detention facility and/or post- adjudication secure correctional facility in order to carry out the Texas Family Code, Title 3, Juvenile Justice Code for services of juvenile age children (hereinafter referred to as "child" or "client" or "resident").

ARTICLE II
TERM

- 2.01 The term of this Agreement will commence on September 1, 2020 and end on August 31, 2021. It shall be automatically renewed for one-year terms thereafter, commencing September 1st and ending August 31st each subsequent year, unless one party notifies the other in writing, at least 30 days prior to the expiration of said term, of its intention to not renew this Agreement.
- 2.02 The terms of this Agreement shall be extended until such time as all services that have been requested by Juvenile Probation, and are pending on the termination date in section 2.01 above, have been performed.

ARTICLE III
OPERATIONAL AUTHORITY

- 3.01 Grayson County owns and operates a pre-adjudication detention facility identified as the Cooke, Fannin and Grayson County Detention Facility and a post-adjudication secure correctional facility identified as Grayson County Post-Adjudication, both facilities are located at 86 Dyess, Denison, TX 75020.
- 3.02 Grayson County ensures that the facilities have been inspected and certified as being suitable for pre- and post-adjudication of juveniles by the Grayson County Juvenile Board.
- 3.03 Grayson County further ensures the facilities meet all applicable standards under *Texas Administrative Code Title 37*, is registered and monitored by the Texas Juvenile Justice Department ("TJJD"), Grayson County will provide a copy of its registration and certification, upon request.

ARTICLE IV
PLACEMENT OF CHILDREN

Pre-Adjudication

- 4.01 Contact Prior to Transport. Counties needing detention space will contact the facility prior to transporting a juvenile to the facility. Placement can be denied if space is not available, or as may be determined by the Facility Administrator.

Post-Adjudication

- 4.02 Request to Review. In order for a child to be considered for placement, the requesting county shall send a current psychological evaluation and any other pertinent information regarding the child to Grayson County's Admissions.

- 4.03 Written Approval or Denial. Grayson County will provide written documentation of acceptance or denial. Winkler County will ensure they have received an acceptance letter and provided all necessary documentation prior to transporting the child to Grayson County. The child may be denied if the child is found not to be suitable for placement in the program and/or space limitations do not permit such placement as may be determined in the sole judgement of the Facility Administrator.
- 4.04 Community Activities. It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Winkler County shall remain detained therein except that the staff of either the Facility or the Winkler County Juvenile Department may have the child participate in community activities.

Applicable to both Pre- and Post-Adjudication programs

- 4.05 Adherence to State and Federal Law. Children who are adjudicated in accordance with the provision of the Texas Family Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Winkler County or its designated official. A copy of the Detention and/or Adjudication and Disposition Order, as applicable to either pre- or post- adjudication programs, must be delivered to the Facility prior to or contemporaneous with the child's admission. No child admitted to the Facility under this agreement shall be detained in violation of any state or federal law. The Facility hereby notifies Winkler County and its officials, agents and employees, that the Facility fully complies with the mandates of the Federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, and most recently the Juvenile Justice Reform Act of 2018 in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender.
- 4.06 Transportation. The placing County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with the Facility.
- 4.07 Expectations of Conduct. Each child placed in either facility shall be required to follow the rules and regulations of conduct as determined by the administrator and staff of the Facility.
- 4.08 Administrative Removal from Program. If a child is accepted by the Facility and such child thereafter is found to be, in the sole judgment of the Grayson County Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the Winkler County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility as arranged by the placing county. If Winkler County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to Winkler County Juvenile Court Judge or designated juvenile official and Winkler County shall reimburse the Facility at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Winkler County plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.
- 4.09 Authority over Child. It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas shall not exercise any direct authority over a child placed by County pursuant to this agreement.
- 4.10 Program Management. It is agreed by the parties hereto that nothing in this contract shall be construed to permit Winkler County, its agents, officials or employees in any way to manage, control, direct or instruct the Cooke, Fannin and Grayson County Juvenile Detention Facility, and the Grayson County Post-Adjudication Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

ARTICLE V
SERVICES

Applicable to all programs

- 5.01 Safe Environment. Provide a safe environment to all residents and staff by adhering to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for operation of pre- and post-

adjudication facilities and PREA guidelines;

- 5.02 Placement. Grayson County will provide pre-adjudication detention services and secure post-adjudication correctional treatment services to children referred by Winkler County and accepted by Grayson County. Winkler County is under no obligation to refer residents to Grayson County, and Grayson County is under no obligation to accept residents.
- 5.03 Ratios. Follow a staff-to-child ratio as governed by TJJD standards and PREA guidelines;
- 5.04 Education. Within the limits of state and federal law, Grayson County will provide each resident with a free and appropriate public education. Each child will attend academic classes assigned through the Sherman ISD.
- 5.05 Supervision. All residents will receive a highly structured level of supervision;
- 5.06 Release. Grayson County adheres to procedures that ensure the child is not released to any person or agency other than specified by placing County;

In addition to the above, Post-Adjudication residents will receive the following:

- 5.07 Treatment. All residents will receive a treatment protocol that has been prescribed by the psychological evaluation or mental health evaluation of the child;
- 5.08 Trauma Informed Specific Services for Post-Adjudication. Each child shall receive specialized trauma informed services, as indicated in substance abuse, behavioral health and/or sexual offending behaviors or as assigned. Formalized behavior programs and therapeutic interventions implemented by professional and/or paraprofessional staff under the direct supervision of professional staff. Winkler County upon request will assist Grayson County in contacting the parent/s/ for participation in treatment.
- 5.09 Case Management. Each child will receive case management services including but not limited to: Individualized case plan, treatment plan, treatment/case management team coordination, family and post-placement planning developed by appropriate facility staff in concert with the child, parent and/or sending Juvenile Probation Officer;
- 5.10 Physical Training. Each child will receive a highly structured and supervised physical training program
- 5.11 Level of Care Services. A resident's level of care must be agreed upon between Grayson County and the referring County. The referring county may, at any time, inspect Grayson County's records and interview both the resident and employees of Grayson County to determine if a resident is receiving services in line with the level of care;
- 5.12 Additional Services. Grayson County will provide to a resident any additional amenities and services not included in the level of care services that are provided to all children placed at its Facility.
- 5.13 Progress Reports. Grayson County will provide monthly Progress Reports indicating each resident's progress and any issues that Grayson County feels may hinder a resident's ability to complete the program;

ARTICLE VI
PRIVATE SERVICE PROVIDERS

- 6.01 Private Service Providers. In any contract with a private service provider providing services to the clients under this contract Grayson County will require, in accordance with Texas Human Resource Code, Sec. 141.050(a), such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

ARTICLE VII
MEDICAL, DENTAL, OR PSYCHOLOGICAL TREATMENT

7.01 Emergency Medical, Dental or Psychological treatment. Grayson County and Winkler County agree that if an emergency examination, hospitalization and/or treatment outside the facility is required, the administrator or designee of the Facility is authorized to secure necessary emergency services at the expense of the referring county.

The referring County agrees to promptly pay for any and all emergency examination, hospitalization, psychiatric, and/or psychological treatment including medications directly to Grayson County for such care. Winkler County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, Grayson County, its officials and employees, for any liability or for charges incurred for the emergency medical examination, hospitalization and/or psychological treatment requires for a child placed in the Facility.

The Facility Administrator or designee shall notify Winkler County of such an emergency within twenty-four (24) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

7.02 Required Consent Form. Winkler County agrees to provide Grayson County with a signed medical and medication authorization form for each child. This form is required to be signed by a parent or legal guardian of the child.

ARTICLE VIII
REPORTING ABUSE, NEGLECT AND EXPLOITATION

8.01 Duty to Report. Grayson County and all of its employees, volunteers, or other individuals acting under the auspices of Grayson County, will report any incident or allegation of any incident of abuse, neglect, exploitation, death or other serious incident involving a child as required by TJJJD Standards. Grayson County will immediately notify the resident's Juvenile Probation Officer of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any child at the Facility.

8.02 Emergency Notification. Grayson County will immediately notify a resident's parent, legal guardian or custodian, and the resident's Probation Officer if a resident in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident.

ARTICLE IX
PREA

9.01 Federal Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115) ("PREA"). Grayson County adopts and complies with PREA. PREA establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles and addresses the detection, prevention, elimination, and reporting of sexual assault in facilities.

ARTICLE X
EXAMINATION OF PROGRAM AND RECORDS

10.01 County to Examine and Evaluate. Grayson County agrees that Winkler County may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to their clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.

10.02 Records. The Facility agrees to maintain and make available for inspection, audit, monitoring or reproduction; books, documents and other evidence pertaining to the Facility's performance Records, by an authorized representative of Winkler County and/or the State of Texas.

10.03 Record Retention. The Facility agrees to maintain these Records for seven (7) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

ARTICLE XI
COMPENSATION

- 11.01 Per Diem Rate. For and in consideration of the above-mentioned services, Winkler County agrees to pay Grayson County the per diem rate set forth below:

| | |
|---|----------|
| Pre-Adjudication daily rate | \$147.00 |
| | |
| Post-Adjudication Daily rate | |
| County Placements Specialized | \$197.69 |
| Behavioral Health, Substance Abuse, and/or Sex Offending Behavior | |

Winkler County understands that Grayson County follows the guidelines established in the RATES FOR TJJD REGISTERED FACILITIES, effective September 1, 2018 for the post-adjudication program. It is agreed that the current rates may be updated to reflect any future rate changes implemented by TJJD.

- 11.02 Additional Costs. Winkler County will reimburse Grayson County for any additional expenses for medical, dental, psychological, medications and/or other related costs as needed. Services which are not directly addressed by this Agreement must be submitted for approval for reimbursement from County.
- 11.03 Winkler County agrees to pay Grayson County the monthly contract rate from current revenues.
- 11.04 Grayson County shall submit, to the Winkler County, an invoice for payment of the per diem rate and any additional costs within ten (10) days after end of each month. Grayson County will email the invoice, unless other arrangements have been requested.

Winkler County agrees to submit payment to:

Grayson County Juvenile Services
Attn: Jennifer Schwichtenberg
86 Dyess
Denison, TX 75020
OR

Electronic payments can be set up by contacting the Grayson County Treasurer's Office

- 11.05 All payments are due within thirty (30) days after receipt of the invoice

ARTICLE XII
ACCOUNTING, REPORTING, & AUDITING

- 12.01 Eligible to Receive State Funds. Pursuant to *Texas Family Code § 231.006*, Grayson County certifies that it is eligible to receive payment for services under this Agreement. Grayson County acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 12.02 Acceptance of State Funds. Grayson County understands that acceptance of state funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grayson County further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grayson County will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate are included in any subcontract or arrangement Grayson County enters into.
- 12.03 Generally Accepted Accounting Principles ("G.A.A.P."). Grayson County acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Grayson County will account separately for the receipt and expenditure of all funds received from Juvenile Probation, and will adhere to G.A.A.P. in the accounting, reporting and auditing of such funds.

ARTICLE XIII
REPRESENTATIONS

- 13.01 Authority to Contract. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- 13.02 Qualified to do Business. Grayson County states that it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Grayson, or any political subdivision thereof.
- 13.03 Legal Compliance. Grayson County will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 13.04 Notice of Suit. Grayson County will notify Winkler County Juvenile Probation within five (5) days of receiving notice if any of Grayson County's employees, volunteers, and other individuals acting under the auspices of Grayson County is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 13.05 Health & Safety of Youth. Grayson County will ensure that all of its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being served.
- 13.06 Confidentiality. Grayson County will maintain strict confidentiality of all information and records relating to all children and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 13.07 Judicial Proceedings or Hearings. Grayson County will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Winkler County Juvenile Probation considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 13.08 Equal Opportunity. Grayson County will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- 13.09 Boycott Israel. Grayson County has not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 13.10 Officials Not to Benefit. No official, member, or employee of Grayson County or Winkler County and no member of their governmental bodies, and no other public officials of the Grayson County Juvenile Board or the Winkler County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise therefrom.

The Grayson County Juvenile Board agrees to insert this clause OFFICIALS NOT TO BENEFIT into all subcontracts entered into in the performance of the work assigned by this agreement.

ARTICLE XIV
MISCELLANEOUS

- 14.01 Texas Tort Claims Act. Winkler County and Grayson County acknowledge that they are political subdivisions of the State of Texas and that they are subject to and will comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.
- 14.02 Waiver of Subrogation. Grayson County expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Winkler County Juvenile Probation. Grayson County also waives any rights it may have to indemnification from Winkler County Juvenile Probation.
- 14.03 Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.
- 14.04 Amendments. No amendment, modification, or alteration of the terms hereof will be binding unless the same be in writing, be dated on the same date or subsequent to the date hereof, and be duly executed by the parties hereof.
- 14.05 Validity. In the event any one or more of the provisions contained in this Agreement is for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 14.06 Law & Venue. The laws of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall be in Grayson County, Texas.

ARTICLE XV
DEFAULT

- 15.01 Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this agreement.

The defaulting party shall have the right to cure such default within ten (10) days' notice of such failure or as extended by written authorization of the non-defaulting party.

ARTICLE XVI
SANCTIONS & PENALTIES

- 16.01 Grayson County acknowledges that a default or an event of default as defined in Article XV herein may result in payment being withheld or permanently suspended in whole or in part, and that Grayson County may become ineligible to enter into future agreements with Winkler County.

ARTICLE XVII
TERMINATION

- 17.01 Notwithstanding any other provision in this contract, either Grayson County or Winkler County may terminate the agreement by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, with return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the agreement thirty (30) calendar days after receipt of the notice. At the end of the 30-day period, this contract shall terminate and become null and void and be of no further force or effect.
- 17.02 After receipt of notice of termination, Winkler County shall remove all children placed in the facilities on or before the termination date. No child shall be accepted by either facility after receipt of said notice.

STATE OF TEXAS

§
§
§

COUNTY OF WINKLER

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Commissioners Court finds that circumstances present in all of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Winkler County that all outdoor burning is prohibited in the unincorporated area of the county for ninety (90) days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners' Court based on a determination that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; or (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this 28th day of September, 2020 by a vote of ____ ayes and ____ nays.

CHARLES M. WOLF
WINKLER COUNTY JUDGE

BILLY J. STEVENS
COMMISSIONER PRECINCT 1

ROBBIE WOLF
COMMISSIONER PRECINCT 2

HOPE WILLIAMS
COMMISSIONER PRECINCT 3

BILLY RAY THOMPSON
COMMISSIONER PRECINCT 4

ATTEST:

PAM GREENE
WINKLER COUNTY CLERK



Proclamation

WHEREAS, The Winkler County Commissioners' Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 113 years of providing experience-based education to youngsters throughout the Lone State State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

RESOLVED, The the Winkler County Commissioners' Court, hereby designated October 4-10, 2020 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

Date

PAM GREENE
WINKLER COUNTY CLERK
P.O. Box 1007
Kermit, Texas 79745
432/586-3401



September 23, 2020

Charles M. Wolf, Winkler County Judge
Members of the Commissioners' Court
100 E. Winkler
Kermit, TX 79745

Dear Judge Wolf and Members of the Commissioners' Court:

I am requesting to use the following County-owned buildings as voting locations for the November 3, 2020 General Election:

| | |
|------------------|--|
| Precinct No. 101 | Kermit Community Center 118 N. Poplar Kermit, TX 79745 |
| Precinct No. 201 | Precinct Building 735 N. Pine Kermit, TX 79745 |
| Precinct No. 202 | Winkler County Community Center at Wink 208 NW 2 nd Street Wink, TX 79789 |
| Precinct No. 301 | Recreation Center 1507 School Street Kermit, TX 79745 |
| Precinct No. 401 | Westside Community Center 1204 W. San Antonio Kermit, TX 79745 |

We have used these buildings in the past, and they have worked out well for all voters. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Pam Greene".

Pam Greene

Winkler County Clerk



Upper Pecos Soil and Water Conservation District No. 213
1415 West Third Street - Pecos, Texas 79772 - Phone: (432) 445-3196, Ext. 101

September 9, 2020


Winkler County Commissioners Court
2nd Floor Courthouse
Kermit, Texas 79745

Dear Commissioners:

The UPPER PECOS SOIL AND WATER CONSERVATION DISTRICT #213 would like to request \$1,000.00 for the 2021 fiscal year. The Upper Pecos SWCD #213 annually request donations from each of the counties that are part of the District. The District assists many producers in each of these counties each year. These include Reeves, Loving, Winkler, Ward and part of Pecos County. The donations from the counties are very important since they are used to provide funding for our soil and water conservation projects, activities and technical assistance.

Thank you in advance for your time and consideration.

Sincerely,


Calvin G. Gerke
Chairman
Upper Pecos SWCD #213

RECEIVED

SEP 9 2020

AUDITOR'S OFFICE

Agenda 9/28/2020



Remit to

BWI Companies, Inc.
 PO Box 59206
 Dallas, TX 75229-9206
 972-242-4755

INVOICE

| | |
|-----------------------|----------|
| Date | Invoice |
| 9/15/2020 | 16032526 |
| Order Number 16032526 | |

Bill To DWIN425

WINKLER COUNTY AUDITORS OFFICE
 BRENDA L BARRON
 PO BOX 0
 KERMIT, TX 79745 6003

(432) 586-3161

Ship To DWIN425

WINKLER COUNTY - GOLF COURSE
 BRENDA L BARRON
 1250 COUNTY ROAD 102
 KERMIT, TX 79745 6003

(432) 586-3161
 SOUTHEASTERN 5827254

| | | | |
|--|-------------------------------------|--------------------------------|---------------------------|
| Purchase Order Number PRECINCT 3 | Terms Due Date 06/05/2021 | Order Date 9/08/2020 | Salesperson 449 |
|--|-------------------------------------|--------------------------------|---------------------------|

Invoice Emailed: Y

Special Instruction:

| Quantity Ordered | Shipped | Item Number | Description | Tax | Invoiced | | |
|------------------|---------|-------------|---|-----|------------|------|---------|
| | | | | | Unit Price | Unit | Amount |
| 1 | 1 | BYT86775387 | Specticle FLO Herbicide - 1 gal Pack Size Pk/2 | N | P 3400.00 | CS | 3400.00 |
| | | | Net Amount of 3,400.00 Due on 06/05/2021 | | | | |
| | | | Total Calculated weight 19.24 Lbs Total pieces 1 | | | | |
| | | | Subtotal | | | | 3400.00 |

Original

Prec #3

RECEIVED
 SEP 15 2020
 AUDITOR'S OFFICE

Agenda 9/28/2020

To better serve you, and avoid a pallet FEE
 Please exchange good pallets with BWI driver

To Receive Credit From BWI Companies Inc. All
 Damage, Short and Invoice Discrepancies Must
 Be Reported within Seven Days from Delivery.

Cash payments can not be accepted by drivers and salesmen

A 2.8% CONVENIENCE FEE WILL BE CHARGED ON ANY PAYMENT
 THAT IS PAID BY CREDIT CARD.

| | |
|----------------------|-----------------|
| Non Taxable Subtotal | 3,400.00 |
| Taxable Subtotal | .00 |
| Tax | .00 |
| Total Invoice | 3,400.00 |

1889

**REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES**

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)775-1520
FAX: (806)775-7954



CHIEF PUBLIC DEFENDER
Edward Ray Keith Jr.
DEPUTY PUBLIC DEFENDER
Keri Mallon

CHIEF OPERATING OFFICER
Amy Sharb
OFFICE ADMINISTRATOR
Elaine Nauert

Invoice

| |
|---|
| Bill To |
| Winkler County Jeanna Wilhelm, County Auditor PO Drawer O Kermit, TX 79745 |

| | |
|-----------|------------|
| Date | Invoice # |
| 10/1/2020 | FY2021.179 |

| Description | Qty | Rate | Amount |
|--|-----|----------|----------|
| Interlocal Allocation for Current Fiscal Year | 1 | 1,318.00 | 1,318.00 |
| <p>RECEIVED</p> <p>SEP 09 2020</p> <p>AUDITOR'S OFFICE</p> | | | |

Agenda 102300450
9/28/20

| | | |
|---|-------------------------|------------|
| This invoice was due 30 days after the start of your fiscal year. | Total | \$1,318.00 |
| | Payments/Credits | \$0.00 |
| | Balance Due | \$1,318.00 |

TEXAS J REGIONAL ADVISORY COUNCIL

GRANT ACCOUNT
P.O. BOX 7964
MIDLAND, TX 79708

PROSPERITY BANK
1301 N MECHANIC ST
EL CAMPO, TX 77437
88-2265/1131

5824

6/12/2020

PAY TO THE
ORDER OF Winkler County EMS

\$ **8,769.00

Eight Thousand Seven Hundred Sixty-Nine and 00/100***** DOLLARS

Winkler County EMS
Attn: ~~James Everett~~
1310 Bellaire
Kermit, TX 79745

Charles C. ...
Rod ...
AUTHORIZED SIGNATURE

MEMO

EMS-10-104-2280

EMS County Pass Thru-Winkler County

⑈005824⑈ ⑆113122655⑆ 215075299⑈

TEXAS J REGIONAL ADVISORY COUNCIL

GRANT ACCOUNT
P.O. BOX 7964
MIDLAND, TX 79708

PROSPERITY BANK
1301 N MECHANIC ST
EL CAMPO, TX 77437
88-2265/1131

5820

6/12/2020

PAY TO THE
ORDER OF Winkler County EMS

\$ **6,865.00

Six Thousand Eight Hundred Sixty-Five and 00/100***** DOLLARS

Winkler County EMS

Attn: James Everett (circled initials)

1310 Bellaire

Kermit, TX 79745

MEMO EMS 10-104-2280

EMS County Pass Thru-Loving County

[Handwritten Signature]
[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈005820⑈ ⑆113122655⑆ 215075299⑈

127

Commercial Food Service Equipment
1601 N. Grant Avenue
Odessa, TX 79761
Tel 432-334-6110
sales@commercialfoodservice.com
Fax: 432-334-6176
www.commercialfoodservice.com



INVOICE 2344822
Date: 9/16/2020

Bill To:

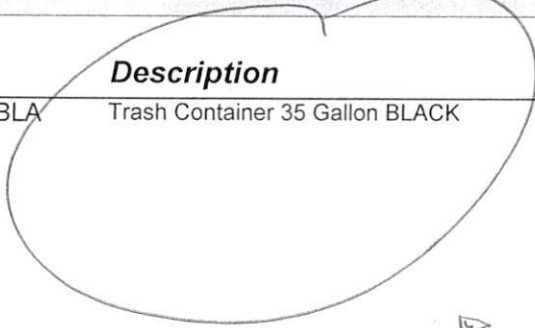
Winkler County
PO Drawer O
Kermit, TX 79745

Ship To:

new KCC
Winkler County
Kermit Community Center
Kermit, TX 79745

| | | | | | |
|---------------------------------|-------------|---|--------------------------|---------------|---|
| Purchase Order VERBAL | Sales Order | Authorized Buyer Billy Thompson | Terms No Terms | Shipping Code | Your Sales Contact (AMR) Ana Ruiz |
|---------------------------------|-------------|---|--------------------------|---------------|---|

| QTY | SKU | Description | Unit Price | Total |
|------|-------------|---------------------------------|------------|----------|
| 6.00 | FG843008BLA | Trash Container 35 Gallon BLACK | 389.00 | 2,334.00 |



RECEIVED

SEP 18 2020

AUDITOR'S OFFICE

102440900

Billy Thompson

Payment Details
On Account : \$2,334.00

LATE FEE: A late fee will be applied to any account not paid within 30 days of invoice date.
FINANCE FEE: A charge of 1 1/2% per month on unpaid balance.
PURCHASER is responsible for all collection fees and attorney fees if payment is not made within 30 days of invoice date.
NO RETURNS ON USED OR CLEARANCE ITEMS. NO RETURNS OR EXCHANGES AFTER PRODUCT HAS LEFT THE BUILDING. NO RETURNS ON EQUIPMENT, PLUMBING PARTS, OR REPAIR PARTS
This order taken is subject to approval by the Commercial Food Service & Equipment, Inc. Home Office.
NO claims for special terms, prices, or guaranties not shown on this order will be allowed.
NO goods are subject for return for credit or exchange without our written permission and are subject to all restock and return freight charges.
File all claims with Transporation Company.
Commercial Food Service explicitly retains all the title and ownership of all merchandise untill all balances are paid in full.
It is the responsibility of the purchaser to provide adequate utilites for proper operation of all appliances.

| | |
|----------------------|-------------------|
| Sub Total | \$2,334.00 |
| Exempt | \$0.00 |
| INVOICE Total | \$2,334.00 |




Billy Thompson

thepark AND FACILITIES

CATALOG

Highland Products Group, LLC
 220 Congress Park Drive, Suite 215
 Delray Beach FL 33445
 Phone : 561-620-7878
 Email : sales@theparkcatalog.com

| | | | |
|--|--|---|--|
| Bill to: Billy Thompson Winkler County Po Box Drawer 0 Kermit, Texas, 79745 United States T: 432-940-9295 | Ship to: Billy Thompson Winkler County 735 South East Avenue Kermit, Texas, 79745 United States T: 432-940-9295 | Quote Proposal Date of Proposal Proposal valid until Sales Rep. | Q19.33141 Sep 14, 2020 Oct 13, 2020 (29 days) Carrie Georgopoulos |
|--|--|---|--|

| Product image | Product name | Item # | QTY | Price | Your Price | Discount | Subtotal |
|---|--|--------------|-----|------------|------------|----------|------------|
|  | 8-Ft. Heavy Duty Rectangular Picnic Table Color Black Pattern Type Expanded Metal Hole Option Without Umbrella Hole Mounting Option Portable Mount | 543-6006-111 | 2 | \$705.00 | \$634.00 | \$142.00 | \$1,268.00 |
|  | 8-Ft. Heavy Duty Rectangular ADA Picnic Table Color Black Pattern Type Expanded Metal Hole Option Without Umbrella Hole Mounting Option Portable Mount | 543-6007-111 | 1 | \$683.00 | \$614.00 | \$69.00 | \$614.00 |
|  | Village Bench with Back Size 6' Color Black | 543-8002-14 | 2 | \$1,014.00 | \$990.00 | \$48.00 | \$1,980.00 |

| | |
|--|------------|
| Adjustment Quote | -\$259.00 |
| Total Discount | \$259.00 |
| Subtotal | \$3,862.00 |
| Shipping & Handling (Excl. Tax) | \$395.00 |
| Tax | \$0.00 |
| Grand Total | \$4,257.00 |

- THIS QUOTE COMES WITH A BEST PRICE GUARANTEE -

TERMS & CONDITIONS

SHIPPING:

All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method, you must purchase additional services.

- Additional Services - Residential Delivery, Limited Access Delivery, Construction Site Delivery, Liftgate Service, Inside Delivery, Notify Before Delivery.
- Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.
- Inspection of Shipments - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacement parts or products FREE of charge due to concealed or unreported damages.
- Assembly May Be Required - Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

CANCELLATIONS:

All cancellations must be done prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS:

We will accept returns of unused products, up to 30 days from the shipping date, subject to ALL of the following terms and conditions:

- Approval - Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
- Shipping Returns - All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- Re-Stocking & Shipping Fees - The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
- Web-Orders - For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees

Sent from my iPhone
Ben McCampbell
McCampbell Irrigation
150 Beach Blvd
Laguna Vista, TX 78578
Cell 956/607-6564
Texas Irrigator License LI 7029, 468

On Sep 22, 2020, at 9:14 PM, Ahren Habicht <AhrenH@duininck.com> wrote:

Ben...looking forward to a call tomorrow at 8:00 a.m. I can provide a call-in number or just call someone's cell phone, just let me know. A few items to discuss to complete the project would be extra heads, rock trencher rents, and grounding. We were able to price out the extra heads at \$950/ea, and John Aguillon is expecting an extra \$16,000 in rock trencher rents. There may be a small change in grounding materials, but we can review this in the a.m.

Best,

Ahren Habicht

Projects / Operations Manager

ORDER ADOPTING 2020 TAX RATE

THE STATE OF TEXAS §
COUNTY OF WINKLER §

WHEREAS, on this the 28th day of September, 2020, the Commissioners' Court of Winkler County convened in REGULAR SESSION with the following members present:

- County Judge Charles M. Wolf
Billy Stevens, Commissioner, Precinct #1
Robbie Wolf, Commissioner, Precinct #2
Hope Williams, Commissioner, Precinct #3
Billy Ray Thompson, Commissioner, Precinct #4

and the following being absent:

AND WHEREAS, THE MATTER BROUGHT BEFORE THE Court was the setting of a tax rate as required by Article 26.05, Texas Tax Code; and

WHEREAS, after notice and hearing, the following motion was offered by Commissioner and seconded by Commissioner:

This budget will raise more revenue from property taxes than last year's budget by an amount of \$2,028,436.00 which is 15.5 per cent increase from last year's budget. The property tax revenue to be raised for new property added to the tax roll this year is \$1,054,523.00:

"I move that the 2020 tax rate of 0.50 per \$100.00 valuation of property be adopted. This tax rate will raise more taxes for maintenance and operations than last year's tax rate."

The tax rate for the Year 2020 is computed as follows:

Table with 2 columns: Fund Name and Rate. Rows include General Fund (.46), Road and Bridge (.04), Total Maintenance and Operation (.50), Debt Service (-0-), and Total All Funds (.50).

The above rates are per \$100 of assessed valuation.

That the Winkler County Tax Assessor-Collector is hereby authorized to assess and collect the taxes of Winkler County, Texas, employing the above Tax Rate.

ADOPTED AND APPROVED ON THE 28th DAY OF SEPTEMBER, 2020.

Court Members Voting Aye:

Court Members Voting Nay:

Judge Charles M. Wolf

Judge Charles M. Wolf

Commissioner Billy Stevens

Commissioner Billy Stevens

Commissioner Robbie Wolf

Commissioner Robbie Wolf

Commissioner Hope Williams

Commissioner Hope Williams

Commissioner Billy Ray Thompson

Commissioner Billy Ray Thompson

ATTEST: County Clerk Pam Greene
Motion carried.