

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 9th day of September, 2013, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Bonnie Leck	County Judge
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Pam Greene	Chief Deputy 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 Leck called the meeting to order and asked for matters of business from the audience.

Following recommendations of Winkler County Fire Marshal, Kermit Volunteer Fire Department and Wink Volunteer Fire Department, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve extension of burn ban in unincorporated areas of Winkler County for ninety (90) days or less if drought conditions change; which motion became an order of the Court upon the following vote:

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

STATE OF TEXAS §
 §
COUNTY OF 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 9th day of September, 2013 by a vote of 5 ayes and 0 nays.



BONNIE LECK
WINKLER COUNTY JUDGE


BILLY J. STEVENS
COMMISSIONER PRECINCT 1
ROBBIE WOLF
COMMISSIONER PRECINCT 2
RANDY NEAL
COMMISSIONER PRECINCT 3
BILLY RAY THOMPSON
COMMISSIONER PRECINCT 4
ATTEST:

SHETHELA REED
WINKLER COUNTY CLERK
By: Pam Greene, deputy

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve request of Kermit Yellow Jacket Booster Club for exception to burn ban to hold bonfire on Thursday, September 19, 2013; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of parents of senior class of Wink High School for exception to burn ban to hold bonfire on Thursday, October 03, 2013; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to receive reports given by Bill Ernst, Administrator, Winkler County Memorial Hospital, of financial information and monthly reports regarding Memorial Hospital; which motion became an order of the Court upon the following vote:

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Winkler County Memorial Hospital to expend committed hospital software funds in the amount of \$72,307.50 for EMR Software implementation; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve request of Maria Caballero to use Recreation Center at County Park in Kermit on Saturday, October 19, 2013 for birthday party; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve renewal of Contract and Agreement between Winkler County and Randall County for Secure Residential Services and Detention Services for Juvenile Offenders, Space Available at Youth Center of the High Plains for the period of October 01, 2013 through September 30, 2013; which motion became an order of the Court upon the following vote:

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



Randall County Juvenile Probation

9300 South Georgia • Amarillo, Texas 79118
(806) 468-5700 Telephone • (806) 468-5713 Fax

Jane A. King
Chief Juvenile Probation Officer

Neil L. Eddins Jr
Detention Superintendent

To: Eric De Anda, Interim Chief Juvenile Probation Officer
From: Jane A. King, Randall County Chief JPO
Date: August 13, 2013
Re: Winkler County Juvenile Probation - Contract for Detention and Residential Services



The above referenced contracts specifically provides for automatic one (1) year renewals of the contract between Randall County and Winkler County Juvenile Probation. Allowable per diem rates may be adjusted with 30 day written notice.

If your agency is in agreement, Randall County would like to renew with your agency for the commencement period of **October 1, 2013 through September 30, 2014**. All other terms and conditions of the current contracts will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

- Yes, we wish to renew the detention and residential services between Randall County Juvenile Probation and Winkler County Juvenile Probation.**
- No, our agency does not wish to renew these contracts.**

Winkler County Juvenile Probation

Randall County Juvenile Probation

Eric De Anda Date
Interim Chief Juvenile Probation Officer

Jane A. King Date
Chief Juvenile Probation Officer

Agency Contact Information:

Printed Name: _____ Title: _____
 Signature: _____
 Title: _____
 Address: _____
 Agency Phone: _____ Agency Fax: _____
 Contact E-Mail: _____

The Youth Center of the High Plains • 9300 South Georgia • Amarillo, TX 79118
Administrative Offices: 806/468-5705 • Fax: 806/468-5713

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve renewal of Contract and Agreement between Winkler County and Randall County for Non-Secure Residential Services for juvenile offenders at Next Step Home for the period of October 01, 2013 through September 30, 2014; which motion became an order of the Court upon the following vote:

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



Randall County Juvenile Probation – Next Step Home

9350 South Georgia • Amarillo, Texas 79118
(806) 468-5712 Telephone • (806) 468-5726 Fax

Jane A. King, LMSW
Chief Juvenile Probation Officer
Next Step Home Administrator

Joe Barton, MA, LPC-Supervisor, NCC
Next Step Home Supervisor

To: Eric De Anda, Interim Chief Juvenile Probation Officer
From: Jane A. King, Randall County Chief JPO
Date: August 13, 2013
Re: Winkler County Juvenile Probation - Contract for Next Step Home Services



The above referenced contracts specifically provides for automatic one (1) year renewals of the contract between Randall County and Winkler County. Allowable per diem rates follow the Texas Department of Health and Human Services Commission’s Level of Care Rates.

If your agency is in agreement, Randall County would like to renew with your agency for the commencement period of **October 1, 2013 through September 30, 2014**. All other terms and conditions of the current contracts will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

- Yes, we wish to renew the Contract for Next Step Home Services between Randall County Juvenile Probation and Winkler County Juvenile Probation.
- No, our agency does not wish to renew these contracts.

Winkler County Juvenile Probation

Randall County Juvenile Probation

Eric De Anda Date
Interim Chief Juvenile Probation Officer

Jane A. King Date
Chief Juvenile Probation Officer

Agency Contact Information:

Printed Name: _____ Title: _____
 Signature: _____
 Title: _____
 Address: _____
 Agency Phone: _____ Agency Fax: _____
 Contact E-Mail: _____

The Youth Center of the High Plains • 9300 South Georgia • Amarillo, TX 79118
Administrative Offices: 806/468-5705 • Fax: 806/468-5713

A motion was made by Commissioner Neal and seconded by Commissioner Steven to approve Grant Application for Routine Airport Maintenance Program between Texas Department of Transportation and Winkler County for 2014 in the amount of \$40,000.00 with County share of \$20,000.00 and State Share of \$20,000.00; which motion became an order of the Court upon the following vote:

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



September 1, 2014

The Honorable Bonnie Leck, County Judge
The County of Winkler
P.O. Drawer Y
Kermit, Texas 79745

TxDOT Project No.: 2014WNKC
TxDOT CSJ No.: M1406WNKC
Fund Source: 3502480927

Dear Judge Leck:

A 2014 Routine Airport Maintenance Grant is enclosed for the Winkler County Airport. The County of Winkler has participated in the Routine Airport Maintenance Program in past years, and the 2014 grant is provided to continue your maintenance efforts. The Texas Department of Transportation Aviation Division appreciates your participation in preserving and improving the Winkler County Airport.

The TxDOT CSJ Number M1406WNKC Grant for the Routine Airport Maintenance Program between the County of Winkler, as airport sponsor, and the Texas Department of Transportation is attached as an Adobe Acrobat document.

A General Maintenance description of routine airport maintenance has been included in the Scope of Services so that grant funds can be used for these type of items without having to amend the grant. Special Project work items can be added to the grant at your request, or by amendment any time after execution. Please execute the Agreement, complete the Certifications, and return the accepted agreements as soon as possible. It will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. The Grant Agreement and Certifications should have original signatures for acceptance.

Please print out as many copies the County of Winkler will need for any retained paper records - TxDOT will be retaining grant files electronically and will not require a paper record copy of your executed grant.

If you do not need a paper copy of the executed grant returned to you, please scan the fully signed and witnessed grant document and e-mail to me at megan.caffall@txdot.gov. I will have the grant executed by the state and e-mail you an electronic copy of the executed grant.

The Honorable Bonnie Leck
Page 2
September 1, 2013

If you need a paper copy(ies) of the executed grant, please return all copies of the fully signed and witnessed documents to:

Mailing Address - TxDOT Aviation Division
125 E. 11th Street
Austin, Texas 78701-2483.

Overnight Address - TxDOT Aviation Division
150 E. Riverside Dr., 5th Floor South Tower,
Austin TX 78704

If you have any questions, or need additional information please contact me at 1-800-687-4568 or megan.caffall@txdot.gov. The Texas Department of Transportation looks forward to working with you at the Winkler County Airport.

Sincerely,

Megan Caffall

Megan Caffall
Ramp Program Manager

cc: Mike Stroope, Odessa District
Enclosures

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)

TxDOT Project No.: AM 2014WNKC
TxDOT CSJ No.: M1406WNKC

Part I - Identification of the Project

TO: The County of Winkler, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Winkler, Texas (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for airport maintenance at the Winkler County Airport

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submission of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2014, unless otherwise approved by the State

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3.1, i.e., should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

- The State will not participate in funding for force account work conducted by the Sponsor.
6. This Grant shall terminate upon completion of the scope of services.
- Part III - Sponsor Responsibilities**
1. In accepting this Grant, if applicable, the Sponsor guarantees that:
- a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

- treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall waive harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also waive harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

- If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required or behalf of the Sponsor, and coordinate schedules for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lease is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs or items provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
- a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent, exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

- irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling.
- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with these funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

- orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

09/01/2014

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Part VI - Acceptances

Sponsor

The County of Winkler, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The County of Winkler, Texas
Sponsor

Witness Signature _____ Sponsor Signature _____
Witness Title _____ Sponsor Title _____

Certificate of Attorney

I, _____, acting as attorney for the County of Winkler, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature _____ Attorney's Signature _____
Witness Title _____

09/01/2014

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Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

09/01/2014

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**Attachment A
Scope of Services
TxDOT CSJ No: M1406WNKC**

Eligible Scope Items:	Estimated Costs		Sponsor Share
	Amount A	Amount B	Amount C
GENERAL MAINTENANCE	\$40,000.00	\$20,000.00	\$20,000.00
MISCELLANEOUS	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
Total	\$40,000.00	\$20,000.00	\$20,000.00

Accepted by: The County of Winkler, Texas

Signature _____
Title _____
Date _____

Notes: (explanations of any specifications or variances as needed for above scope items)

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, buildings, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and stipled by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

09/01/2014

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CERTIFICATION OF AIRPORT FUND

TxDOT CSI No.: M1406WNKC

The County of Winkler does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and moneys from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The County of Winkler, Texas (Sponsor)

By _____

Title: _____

Date: _____

State of Texas Single Audit Requirements

I, _____, do certify that the County of Winkler will comply with all requirements of the State of Texas Single Audit Act if the County of Winkler spends or receives more than \$500,000 in any funding sources during this fiscal year. And in following those requirements, the County of Winkler will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold of \$500,000.00 in grant expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSI Number: M1406WNKC

The County of Winkler designates, _____ (Name, Title) as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The County of Winkler, Texas (Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Agreement between Winkler County and Winkler County Memorial Hospital for the period of October 01, 2013 through September 30, 2014 for the preparation of meals for the home delivered meal program; which motion became an order of the Court upon the following vote:

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

AGREEMENT

This Agreement is entered into, by and between Winkler County and Winkler County Memorial Hospital, for the period October 1, 2013, through September 30, 2014, and may be renewed without interruption with the agreement of both parties.

Winkler County Memorial Hospital is an acute care hospital owned and operated by Winkler County and has food preparation facilities and staff

Winkler County is the contracting entity for federal and state funds (Title XIX, Title XX, C-1 and C-2) and provides meals to eligible persons within the county

Winkler County desires to contract with Winkler County Memorial Hospital for food preparation in accordance with the following terms and conditions:

Winkler County Memorial Hospital will prepare meals on site in accordance with guidelines furnished by the funding agencies, and the number of meals to be prepared daily will be directed by the Meals Program Coordinator.

In addition to the cooking site, personnel and equipment, Winkler County Memorial Hospital will furnish the raw food, packaging and professional dietary supervision as required.

Winkler County Memorial Hospital will bill Winkler County on or before the 10th day of each month for the meals prepared during the previous month in accordance with this agreement. Winkler County will pay Winkler County Memorial Hospital at the rate of \$4.25 per meal within 30 days after receipt of said monthly statement.

This Agreement may be terminated upon 30 days written notice by either party.

Executed effective September 9, 2013.

Winkler County Seal and Signature of Bonnie Leck, County Clerk

Winkler County P. O. Drawer Y Kermit, Texas 79745

Signature of Bonnie Leck, Winkler County Judge, dated September 9, 2013

Winkler County Memorial Hospital P. O. Drawer II Kermit, Texas 79745

Signature of Bill Kent, Administrator, Date

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Interlocal Cooperation Contract between the Texas Department of Public Safety and Winkler County for the period of September 01, 2013 through August 31, 2015 for DPS Reprographic and Distribution Services; which motion became an order of the Court upon the following vote:

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

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78713-0001
512/424-2000
www.dps.texas.gov



STEVEN H. CARR
DIRECTOR
JAMES E. BAKER
DEPUTY DIRECTOR
DEPUTY DIRECTORS



LUAN ESKIN
A. CHRISTOPHER CHALK
CATHY MARCY WATTS
KYLE BERRY
ALAN B. POLLOCK
SUSAN ANDRUS

May 31, 2013

To Whom It May Concern:

The Texas Department of Public Safety Interlocal Cooperation Contract will expire August 31, 2013. Enclosed is the revised contract effective September 1, 2013 through August 31, 2015.

If your agency is interested in purchasing intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits or syringe transport tubes, we must have a current contract on file before your order can be processed.

Please note that an Interlocal Cooperation Contract is not required to obtain printed materials.

Sincerely,

Bruce Taber, Director
Reprographics & Distribution Services

LOCAL GOVERNMENT EMPLOYERS
UNION - SERVICE PROFESSION

INTERLOCAL COOPERATION CONTRACT
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: _____

Complete Address: _____
Street Address _____ City and State _____ Zip Code _____

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2013 and shall terminate on August 31, 2015.

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply items such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

(1)

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

PERFORMING AGENCY

Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY
Name of Agency

By _____
Authorized Signature

By _____
Authorized Signature

Title

Title

Date: _____

Date: _____

**INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING
SUPPLIES AND GUN SHOT RESIDUE KIT**

1. **Submit your request on your department letterhead using the sample on page 5.**

This request must have an authorized signature and the name and phone number of

a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include requested items and total amount due.

This request should be addressed to:

**DPS GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999**

2. Prices will be subject to change on a periodic basis and include shipping and handling.

3. Submit check or money order made out to the Department of Public Safety, General Stores, along with your request.

4. Our minimum stock quantities for non-DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4. Minimum quantities must be adhered to.

5. If you have any questions concerning this procedure, please contact:

**DPS GENERAL STORES
512-424-5424
512-424-5718**

(2)

**NON-DPS AGENCIES PRICE SHEET
AN INTERLOCAL COOPERATION CONTRACT IS NOT REQUIRED
TO PURCHASE PRINTED MATERIALS BELOW**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

QUANTITY	DESCRIPTION	MINIMUM QUANTITY	PRICES	TOTAL AMOUNT
---	DIC 23 PEACE OFFICERS SWORN REPORT (REV. 9-01)	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	DIC 23A SPECIMEN ROUTING REPORT	PAD 50 SHEETS	\$1.50/PAD	\$0.00
---	DIC 24 STATUTORY WARNING	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	DIC 25 NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	DIC 54 PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	DIC 55 STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	DIC 56 BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	DIC 57 NOTICE OF DISQUALIFICATION (REV. 9-01)	PAD 50 SHEETS	\$2.50/PAD	\$0.00
DIC SPANISH FORMS:				
---	DIC 24S (1A) STATUTORY WARNING	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	DIC 25S NOTICE OF SUSPENSION	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	DIC 57S NOTICE OF DISQUALIFICATION	PAD 50 SHEETS	\$2.50/PAD	\$0.00
THP FORMS:				
---	THP 1 OFFENSE REPORT	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	THP 1A SPEC SCORING SHEET	PAD 50 SHEETS	\$2.50/PAD	\$0.00

(3)

---	THP 51 STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	THP 51A AFFIDAVIT OF PERSON WHO WITHHEW BLOOD	PAD 50 SHEETS	\$2.50/PAD	\$0.00
---	THP 51B INTOXILYZER MANUAL (BINDER TABS & CONTENTS)	\$1.00/EACH		\$0.00

*** MUNICIPALITIES AND COUNTIES MUST HAVE AN INTERLOCAL CONTRACT
ON FILE TO PURCHASE ITEMS BELOW**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

QUANTITY	DESCRIPTION	MINIMUM QUANTITY	PRICES	TOTAL AMOUNT
---	* PORTABLE BREATH TESTER (JET-B)	1 EACH	\$4.50/PKG	\$0.00
---	* INTOXILYZER MOUTHPIECE	1 PKG. 25 EACH	\$6.00/PKG	\$0.00
---	* ALCOHOL/DOD TEST KIT	1 EACH	\$5.00/EACH	\$0.00
---	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	\$0.00
---	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	\$0.00
---	* GUNSHOT RESIDUE KIT	1 EACH	\$5.50/EACH	\$0.00
TOTAL ENCLOSED				\$0.00
(from from pages 3 & 4)				

MAIL ORDERS AND PAYMENTS TO:

**GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999
512-424-5424
512-424-5718**

(4)

USING YOUR LETTERHEAD, PRINT THIS PAGE.

ATTACH ORDER SHEETS, AND MAIL TO:

GENERAL STORES

P.O. BOX 15999

AUSTIN, TEXAS 78761-5999

DATE: _____

Gentlemen:

Please enter our purchase order for the attached supplies. My check is enclosed.

Sincerely,

Title _____

Tax exempt number _____

Contact person _____

Phone number _____

Physical Address (City, State, Zip): _____

Email Address _____

(5)

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve Contract between Winkler County and DELCOM, INC. for internet services at Courthouse from budgeted funds; which motion became an order of the Court upon the following vote:

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



SERVICE ORDER FORM

Billing Name: Winkler County Courthouse Date: August 5, 2013
 Billing Address: 112 South Poplar Street
 City: Kearney State: TX Zip: 79745
 Service Address: 112 South Poplar Street
 City: Kearney State: TX Zip: 79745
 Phone Numbers: Business: 432-586-6668 Mobile: _____ Home: _____
 Current email address: jwillhelm@co.winkler.tx.us
 Federal Tax ID: _____ Tax Exempt Certificate: _____
 Please attach tax exempt certificate

INTERNET AND DATA INFORMATION

Plan: 20 Mb \$300/month Current Internet Service Provider: _____
 Is a router in place? Yes No If Yes, Make: _____ Model: _____ Wireless? Yes No
 Do you have a Network Services Provider? Yes No
 If Yes, Current Network Services Provider: _____
 DELCOM Network Services Required? Yes No
(DELCOM provides a 30-day trial of network services, during the initial installation of Internet services, at no charge.)
 Static IP (if applicable): \$10/month each
 Serial # of NIC: _____

PHONE/VOICE

Plan: Available in 2014
 Keep Existing Tel. Number(s)? Yes No
 If Yes, List Current Telephone Number(s): _____
(Maximum 6 numbers)
 Keep current Long Distance Provider? Yes No
 If Yes, Current Long Distance Provider: _____
 Do you want a P.C. freeze? Yes No
A P.C. freeze (Primary Interexchange Carrier freeze) is an option with you if IFC (local exchange carrier or "Phone Company") to block your telephone line(s) from being switched to another long distance carrier without your or a subscriber's consent. To unfreeze the P.C., just call your telephone company.



AUDIO CONFERENCING

Plan: Available 2014
 BID #: _____
 Moderator Code: _____
 Participant Code: _____

DIRECTORY LISTING FORM

Non-Published: _____ Non-Listed: _____
 Listed Name: _____
 Listed Phone Number: _____
 Listed Address: _____
 Additional Listings:
 1. _____
 2. _____
 3. _____
 4. _____
 Yellow Page heading (if applicable): _____
 Show Detailed Listings Below:



Installation fee of \$250 is waived with agreement of one year or more.

AUTHORIZED USER(S)

If you have an authorized person(s) who will be contacting DELCOM's office in regards to billing inquiries such as balances, address changes, call records, etc., it is required they be listed on your account before any information will be released. If you wish to add them to your account, please complete the following:

Name	Title	Contact Number
Ms. Willhelm	Winkler County Auditor	

Account Holders Name (please print): _____
 Account Holders Signature: _____



CUSTOMER ACCOUNT PASSWORD

Under federal law, you have the right and DELCOM has the duty to protect the confidentiality of information regarding the telecommunication services to which you, the customer, subscribe. This confidential information includes specific services you purchase, the number of services purchased, the provider of those services, charges related to the services purchased, and call detail records. This information is referred to as Customer Proprietary Network Information (CPNI).

DELCOM respects the privacy of its customer's CPNI and takes its responsibility to protect your information seriously. For this reason, DELCOM requires the establishment of an account password and that password must be provided before DELCOM can discuss account information with you. Your password should not derive from biographical or account information (i.e. mother's maiden name, last 4 digits of Social Security Number, telephone number, etc).

In order that DELCOM may provide and/or discuss CPNI with me or other authorized users on this account, please establish the following password for this account: _____
(Minimum 6 characters)

If the password is lost or forgotten, please use the following question(s) and answer(s) to re-establish the password:

Questions

- Personal Security Question: _____
 a. _____
- Or, what elementary school did you attend in 3rd grade?
 a. _____

CONTRACT TERMS AND LETTER OF AUTHORIZATION

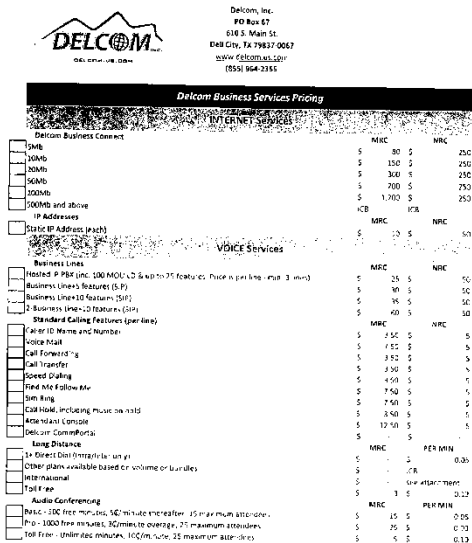
Term Commitment: _____ Month to Month _____ (1) year _____ (2) Years _____ (3) years
 Term commitment at one (1) year or longer: Beginning date: _____

This document shall serve as authorization for DELCOM, INC. to: (1) Port my current telephone number(s) from my current provider should I decide to keep my current telephone number(s), if applicable. (2) Request and receive credit and/or trade reference information from any authorized credit reporting agency or trade reference that I provide. (3) Change the Primary Interexchange Carrier (PIC) for my long distance services, if applicable.

I agree to pay for the services outlined in this document for the term commitment period checked above. I understand that should I cancel service before the end of the commitment period, early termination charges will apply and will be equal to the monthly recurring charge times the number of months left remaining on the commitment. I have read, understand and agree to the terms and conditions of this agreement. I certify that I am at least 18 years of age and am authorized to sign this agreement.

Customer Signature: _____ Date: _____

Delcom Representative Signature: Anne Lynch Date: August 5, 2013

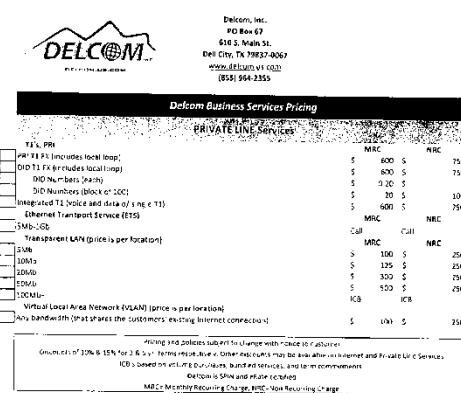


Delcom, Inc.
PO Box 67
616 S. Main St.
Deer Crk, TX 79837-0067
www.delcom.net
(936) 964-2355

Delcom Business Services Pricing

INTERNET SERVICES

Delcom Business Connect			
10Mb	\$ 30	\$	250
20Mb	\$ 150	\$	250
30Mb	\$ 300	\$	250
50Mb	\$ 700	\$	250
100Mb and above	\$ 1,700	\$	250
IP Addresses			
State IP Address (per)	\$ 25	\$	50
VOICE SERVICES			
Business Lines			
Hosted # PBX (inc. 100 MOU, 25 features, Price is per line, incl. 3 lines)	\$ 25	\$	10
Business Lines Features (S/P)	\$ 10	\$	10
Business Lines 10 Features (S/P)	\$ 15	\$	10
Business Lines 20 Features (S/P)	\$ 40	\$	10
Standard Calling Features (per line)			
Call ID Name and Number	\$ 250	\$	5
Caller ID	\$ 150	\$	5
Call Forwarding	\$ 250	\$	5
Call Transfer	\$ 300	\$	5
Speed Dialing	\$ 450	\$	5
Find Me Follow Me	\$ 750	\$	5
Sim Ring	\$ 750	\$	5
Call Hold, including music on hold	\$ 800	\$	5
Anonymous Calling	\$ 1200	\$	5
Delcom Conferencing	\$	\$	5
Long Distance			
Domestic (per minute, incl. tax)	\$	\$	0.05
Other plans available based on volume or minutes	\$	\$	0.05
International	\$	\$	0.12
Toll Free	\$	\$	0.12
Audio Conferencing			
Basic - 100 free minutes, 1/2 minute thereafter, 15 max. num. attendees	\$ 15	\$	0.05
Pro - 1000 free minutes, 30 minutes to overage, 21 maximum attendees	\$ 25	\$	0.03
100 Free - Unlimited minutes, 100 minutes, 25 maximum attendees	\$	\$	0.13



Delcom, Inc.
PO Box 67
616 S. Main St.
Deer Crk, TX 79837-0067
www.delcom.net
(936) 964-2355

Delcom Business Services Pricing

PRIVATE LINE SERVICES

TEL. PR.			
Private Line (includes local loop)	\$ 600	\$	750
Private Line (includes local loop)	\$ 600	\$	750
300 Numbers (per)	\$ 100	\$	1
300 Numbers (block of 100)	\$ 30	\$	100
Integrated T1 (price and data of same T1)	\$ 600	\$	750
Internet Transport Service (ITS)			
5MB/SEC			
Transparent LAN (price is per location)			
10MB	\$ 100	\$	250
20MB	\$ 125	\$	250
50MB	\$ 300	\$	250
100MB	\$ 500	\$	250
Virtual Local Area Network (VLAN) (price is per location)			
Any bandwidth (that shares the customer's existing Internet connection)	\$ 100	\$	250

Pricing and features subject to change without notice or advance notice. Minimums of 12M & 15M for 2 & 3 yr. terms respectively. Other discounts may be available on Internet and Private Line Services. IC's based on volume purchase, bundling services, and term commitment. Delcom is a service provider. MRC is Monthly Recurring Charge. MFC is Month-to-Month Fee.

Delcom Bus. Serv. Pricing

1 of 2

4/9/2013

Delcom Business Services Pricing

2 of 2

4/9/2013

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve quote of Approtex Corporation for installation of surveillance camera security system in Winkler County Courthouse, if an additional ninth (9th) camera can be added without expanding system, to be paid from Courthouse Security fund; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 2, to accept quote of Approtex Corporation in the approximate amount of \$11,913.00 for installation of surveillance cameras in County Park in Wink to be paid from budgeted maintenance funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Commissioner, Precinct No. 3, to purchase refrigerator and icemaker for Maintenance Barn at County Park in Kermit in the approximate amount of \$3,735.00 from budgeted funds not used; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve purchase of office furniture in the approximate amount of \$5,500.00, purchase of ammunition in the approximate amount of \$1,000.00 and purchase of office stationery in the approximate amount of \$1,000.00 for Adult Probation Office from Adult Probation Evaluation Funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Certificate of Substantial Completion of Phase III of County Park in Kermit project; which motion became an order of the Court upon the following vote:

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

**CERTIFICATE of SUBSTANTIAL COMPLETION
G704**

Distribution to:
 Owner Contractor Field
 Architect Subcontractor Other

Project: Winkler County Kermit Park
Maintenance Barn
1951 School St
Kermit TX 79745

Project Number: Kermit Barn 2013

Contractor: Aquatic Recreational inc.

Contract For: General Construction

Contract Date: February 25, 2013

Date of Issuance: September 5, 2013

To: Winkler County
Attn: Judge Bonnie Leck
PO Drawer Y
Kermit TX 79745

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

New Construction of Kermit Park Maintenance Barn including Metal Building and Finish Out of Interior per Architectural Plans dated 2-2013

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as September 5, 2013 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Authorizing Agent when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

List Attached: Yes No

If applicable, a list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Authorizing Agent, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The Contractor will complete or correct the work on the list of items attached hereto within () _____ days from the above Date of Substantial Completion.

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (place) Winkler County Kermit Park Maintenance Barn on (date) September 5, 2013.
1951 School Street, Kermit TX 79745

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Project is complete. Owner shall assume all responsibility for facility per assumption date above. Owner is in possession of manufacturer's warranty & registration information. Contractor warranty for 1 year from assumption date of this document.

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

BY: _____ BY: _____ BY: _____
Judge Bonnie Leck, Owner Steve Sparks, Contractor

DATE DATE DATE

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

*Date of Acceptance: 9-5-13
Project Address: Winkler County Kermit Park Maintenance Barn
1951 School St, Kermit TX*

**COMMERCIAL WARRANTY
WINKLER COUNTY PARK @ KERMIT
MAINTENANCE BARN**

Aquatic Recreational, Inc. warrants the maintenance barn to be free from defects in material, equipment, and workmanship for a period of one year from the date of acceptance.

The warranties are effective only if the owner has complied with all the terms, conditions, payments, and other provisions of this contract. The warranties become void if the structure is not maintained or by reason of any earth or fill ground movement, or if there is a transfer or change of ownership of the property.

The warranty may be transferred from the original buyer named in this contract, to whosoever buys the property where the structure is located. The warranty can only be transferred from the original buyer to the next immediate owner of the property and only under the following conditions:

(A) Aquatic Recreational, Inc. must be notified in writing 30 days prior to change of ownership of the property. (B) Structure has been properly maintained. (C) Aquatic Recreational, Inc. may inspect the structure prior to change of ownership; upon finding any part of the structure having been neglected or abused, Aquatic Recreational, Inc. reserves the right to exclude that portion of the structure from the warranty provision. All defects and failures resulting from mistreatment or neglect by owner will be repaired or serviced at owner's expense.

Where owner has work preformed by others that is not provided for in this contract such as, but not limited to, electric, landscaping, erection of fences and retaining walls, Aquatic Recreational, Inc. does not warrant such work, and Aquatic Recreational, Inc. shall not be held liable for such work or for loss or damages, if any, which may result there from.

The repair structural items, equipment, or of the structure itself as provided for above shall constitute the sole and exclusive remedy to the owner and the fulfillment of all of Aquatic Recreational, Inc. liabilities under the warranties, whether on contract, warranty or negligence. Aquatic Recreational, Inc. shall in no event be liable for special or consequential damages.

*Date of Acceptance: 9-5-13
Project Address: Winkler County Kermit Park Pavilion/Storage Bldg
1951 School St, Kermit TX*

**COMMERCIAL WARRANTY
WINKLER COUNTY PARK @ KERMIT
PARK PAVILION/STORAGE BLDG**

Aquatic Recreational, Inc. warrants the park pavilion and storage building to be free from defects in material, equipment, and workmanship for a period of one year from the date of acceptance.

The warranties are effective only if the owner has complied with all the terms, conditions, payments, and other provisions of this contract. The warranties become void if the structure is not maintained or by reason of any earth or fill ground movement, or if there is a transfer or change of ownership of the property.

The warranty may be transferred from the original buyer named in this contract, to whosoever buys the property where the structure is located. The warranty can only be transferred from the original buyer to the next immediate owner of the property and only under the following conditions:

(A) Aquatic Recreational, Inc. must be notified in writing 30 days prior to change of ownership of the property. (B) Structure has been properly maintained. (C) Aquatic Recreational, Inc. may inspect the structure prior to change of ownership; upon finding any part of the structure having been neglected or abused, Aquatic Recreational, Inc. reserves the right to exclude that portion of the structure from the warranty provision. All defects and failures resulting from mistreatment or neglect by owner will be repaired or serviced at owner's expense.

Where owner has work performed by others that is not provided for in this contract such as, but not limited to, electric, landscaping, erection of fences and retaining walls, Aquatic Recreational, Inc. does not warrant such work, and Aquatic Recreational, Inc. shall not be held liable for such work or for loss or damages, if any, which may result there from.

The repair structural items, equipment, or of the structure itself as provided for above shall constitute the sole and exclusive remedy to the owner and the fulfillment of all of Aquatic Recreational, Inc. liabilities under the warranties, whether on contract, warranty or negligence. Aquatic Recreational, Inc. shall in no event be liable for special or consequential damages.

**CERTIFICATE of SUBSTANTIAL COMPLETION
G704**

Distribution to:

- Owner Contractor Field
- Architect Subcontractor Other

Project: Winkler County Kermit Park
Pavilion/Storage Building
1951 School St
Kermit TX 79745

Project Number: Kermit Pavilion 2013

Contractor: Aquatic Recreational Inc.

To: Winkler County
Attn: Judge Bonnie Leck
PO Drawer Y
Kermit TX 79745

Contract For: General Construction

Contract Date: February 25, 2013

Date of Issuance: September 5, 2013

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

New Construction of Kermit Park Pavilion and Storage Building per Architectural Plans dated 2-13-13

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as September 5, 2013 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Authorizing Agent when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

List Attached: Yes No

If applicable, a list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Authorizing Agent, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The Contractor will complete or correct the work on the list of items attached hereto within (____) _____ days from the above Date of Substantial Completion.

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (place) Winkler County Park Pavilion/Storage Building on (date) September 5, 2013.
1951 School Street, Kermit TX 79745

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Project is complete. Owner shall assume all responsibility for facility per assumption date above. Owner is in possession of manufacturer's warranty & registration information. Contractor warranty for 1 year from assumption date of this document.

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

BY: _____ Judge Bonnie Leck, Owner _____ DATE	BY: _____ Steve Sparks, Contractor _____ DATE	BY: _____ _____ DATE
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CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to table approving 36-month lease agreement between Yellowhouse Machinery and Winkler County for 850 K Crawler Dozer to be paid from lateral road funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve payment in the amount of \$3,560.00 to Sims Welding for cattle guard fabrication from Area I Road and Bridge Maintenance funds; which motion became an order of the Court upon the following vote:

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

There were no hospital software project claims for the Court to consider at this time.

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

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

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve the following line item adjustment(s):

**WINKLER COUNTY
LINE ITEM ADJUSTMENTS
SEPTEMBER 9, 2013**

COUNTY AUDITOR

10-202-070 TRAVEL	\$ 600.00	
10-238-070 TRAVEL		\$ 600.00
AMD-HR TRAVEL TO AUDITOR TRAVEL		

EMS

10-236-157 INTERMEDIX	\$ 10,000.00	
10-229-052 WORKERS COMP		\$ 10,000.00
AMD-WORKERS COMP TO EMS INTERMEDIX		

VETERANS SERVICE

10-232-010 SALARY SERVICE OFFICER	\$ 1,200.00	
10-229-052 WORKERS COMP		\$ 1,200.00
AMD-WORKERS COMP TO SALARY SERVICE OFFICER		

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

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

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to receive the following Monthly Reports from County Officials of fees earned and collected for the month of August, 2013;

MONTHLY REPORTS

For the Month of	August 2013		Date	Amount
			Received	
Steve Taliaferro, Co Attorney Fee	100.00	Hot Check	9-4-13	0
Bonnie Leck, County Judge			9-5-13	\$16.00
Patti Franks, Tax Assessor				
Shethelia Reed, County Clerk			9-3-13	\$22,175.25
Glenda Mixon, JP Precinct #2			9-3-13	\$10.00
Sherry Terry, District Clerk			9-6-13	\$347.62
DeLynn Trammell, JP Precinct #1			9-3-13	\$5615.30
George Keely, Sheriff			9-4-13	\$4060.27
Eric DeAnda, Probation				
Billy Stevens, Commissioner Precinct #1				
Robbie Wolf, Commissioner Precinct #2				
Randy Neal, Commissioner Precinct #3				
Billy Ray Thompson, Commissioner Precinct #4				
Jeanna Wilhelm, Auditor Investment				
Eulonda Everest, Treasurer				
Lee Wilson, Constable Pct # 2	Jul 2013, & Aug 2013		8-28-13	0
Richard Crow, Constable Pct #1				

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

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

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

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

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

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

Agenda item regarding Budget Workshop was not needed at this time.

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

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK