

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 14th day of July, 2014, 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
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

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

At 9:00 o'clock A.M. Judge Leck called the meeting to order and asked for matters of business from the audience. Hope Williams addressed the Court regarding the truck route and signage.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Sheriff to purchase replacement stove for Winkler County Law Enforcement Center in an amount not to exceed \$6,190.00 from budgeted jail 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 payment in the amount of \$48,000.00 to Color Works Construction for repair of weather damage to outside walls of Winkler County Law Enforcement Center from capital expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to table receiving Hospital Board of Control report from John Clark, Winkler County Memorial Hospital Administrator, and reviewing Financial Information and Monthly Reports from Winkler County Memorial Hospital; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to table approving salary schedule change(s) for Winkler County Memorial Hospital until reviewed by Winkler County Hospital

Board of Managers; 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 Kermit Downtown Lions Club to use County Park in Kermit for bicycle ride on the morning of Saturday, September 27, 2014 during Kermit Celebration Days; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Kermit Chamber of Commerce to use Courthouse lawn for Chihuahua Race on Saturday, September 27, 2014 during Kermit Celebration Days; 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 Kermit Chamber of Commerce to use water park at County Park in Kermit for ice cream social for new teachers on Monday, August 18, 2014; 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 Knights of Columbus to sponsor benefit softball tournament for Orlando Julian Montez at Vest Park ball field on Friday through Sunday, July 25-27, 2014; which motion became an order of the Court upon the following vote:

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

**KNIGHTS OF COLUMBUS
"CHILD JESUS" COUNCIL #10509
KERMIT, TEXAS**

June 18, 2014

To whom it may concern;

We, The Knight's of Columbus would like to sponsor Ruben Hernandez allowing him to utilize our non-profit organization name, "Knights of Columbus" for a softball tournament benefiting Orlando Julian Montez, son of Sonia Armendariz who is need of medical care.

Thank you,



Alonzo Urquidi, Recorder

432 438-8082

cc Tito Hernandez, Grand Knight

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve Management Representation Letter to Robison, Johnston and Patton, LLP and authorize County Judge to sign same; which motion became an order of the Court upon the following vote:

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

Regina K. Johnston, EC,
William P. Patton, PC

Members of
American Institute of Certified Public
Accountants,
Division of CPA Firms,
Private Companies Practice Section,
Texas Society of Certified Public
Accountants

Robison Johnston & Patton, LLP
CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

July 2, 2014

Honorable Bonnie Leck, County Judge
and Members of Commissioners' Court
Winkler County
Kermit, Texas

We are pleased to confirm our understanding of the services we are to provide for Winkler County, Texas for the year ended December 31, 2014. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Winkler County, Texas as of and for the year ended December 31, 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Winkler County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Winkler County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management Discussion and Analysis
2. Budgetary Comparison

We have also been engaged to report on supplementary information other than RSI that accompanies Winkler County, Texas's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such

1821 940 Street • L. B. Leck, TX 79421 • (901) 783-0268 • (800) 639-9272 • Fax: (901) 783-0276

encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience, evaluate the adequacy and result of the services' and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of the information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3)

information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Combining and Individual Nonmajor Fund Financial Statements
2. Other Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Winkler County's financial statements. Our report will be addressed to the Commissioners' Court of Winkler County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states (1) that the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state the report is not suitable for any other purpose. If during our audit we become aware that Winkler County is subject to an audit requirement that is not

others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government; received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contract or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

Audit Procedures--General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will, in and through the audit, obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies for material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Winkler County, Texas's compliance with applicable laws, regulations, contracts, agreements, and grants. However, the objective of those

procedures will not be to provide an overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

We will provide copies of our reports to Winkler County, Texas; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robison, Johnston & Patton, LLP and constitute confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to appropriate state and federal agencies, or its designee, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bill Patton. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditor's report is issued or for any additional period requested by appropriate state and federal agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly our 2011 peer review report accompanies this letter.

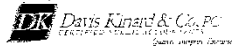
We appreciate the opportunity to be of service to Winkler County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Robison Johnston & Patton LLP

RESPONSE:

This letter correctly sets forth the understanding of Winkler County, Texas:

By: Ronnie Leck
Title: Winkler County Judge
Date: July 14, 2014



Member Office
300 W. Hickory, PO Box 100
Winkler County, Texas 75787

System Review Report

To: Robison, Johnston & Patton, LLP
and the Peer Review Committee of the Texas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Robison, Johnston & Patton, LLP (the firm) in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the basis of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/summry.

As required by the standards, engagements selected for review include engagements performed during the Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Robison, Johnston & Patton, LLP in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiencies*, or *fail*. Robison, Johnston & Patton, LLP has received a peer review rating of *pass*.

Davis Kistner & Co. PC
Certified Public Accountants

September 2, 2011

MEMBER OFFICE
300 W. HICKORY
WINKLER COUNTY, TEXAS 75787

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve optional vehicle registration fees; which motion became an order of the Court upon the following vote:

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




Imposition of Optional Fees
Calendar Year 2015

INSTRUCTIONS: Complete and return this form (including court orders, if required) to the TxDMV via email, *DMV_OptionalCountyFeeUpdates@TxDMV.gov*, or fax (512) 467-5909.
Please submit as soon as possible, but no later than **Friday, August 22, 2014**.

County Name: Winkler

SELECT ONLY ONE OPTION BELOW:

OPTION A – No change. This county will charge the same fees in 2015. 
*Submit this form to TxDMV. A copy of the commissioners court order is **NOT** required.*

- OR -

OPTION B – The commissioners court has approved fee changes for 2015.
Enter amounts for each fee, even those that did not change. Enter zero (0) where applicable.
Calendar Year 2015 fees to be collected by your county:
Road and Bridge Fee: \$ _____
Child Safety Fee: \$ _____
Transportation Project Fee (applicable to Bexar, Cameron, El Paso, Hidalgo and Webb counties only): \$ _____
Total Fees to be collected for 2015: \$ _____
For Option B, submit this form and a photocopy of the commissioners court order.

Thank you, we appreciate your participation!

After reviewing specifications for irrigation system and sod of approximately 6.4 acres for the Kermit Park project, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to authorize the County Auditor to advertise for proposals for an irrigation system and install sod of approximately 6.4 acres for Kermit Park project; said bids to be received until 10:00 o'clock A.M. on Monday, August 11, 2014, with the Commissioners' Court reserving the right to reject any and all bids; which motion became an order of the Court upon the following vote:

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

REQUEST FOR PROPOSALS

The Winkler County Commissioners' Court will accept sealed proposals for an irrigation system and sod of approximately 6.4 acres for the Kermit Park. Bids will be received until 10:00 a.m., August 11, 2014. Specifications may be obtained from the office of County Auditor, 1st Floor Courthouse or by writing the County Auditor at P.O. Drawer O, Kermit, Texas 79745. The Commissioners' Court reserves the right to reject any or all bids.

7-17-2014 & 7-24-2014
Winkler County News

WINKLER COUNTY

PARK PROJECT – IRRIGATION & SOD

REQUIREMENTS

Winkler County will be accepting proposals for an irrigation system and installation of sod for approximately 6.4 acres at the Kermit Park. Bidder is responsible for survey & civil engineer procedures to set proper irrigation for ball fields. Bidders must be able to install both the irrigation and sod.

THE FOLLOWING MUST BE INCLUDED IN THE BID SUBMITTED:

Bidder shall furnish a good and sufficient bid bond from a surety company authorized to do business in the State of Texas, or a cashier's check. The amount of the bond or cashier's check shall be five percent (5%) of the total amount of the bid.

THE FOLLOWING DOCUMENTATION AND BOND MUST BE PROVIDED WITHIN TEN DAYS OF THE AWARD BID:

The successful bidder must provide proof of general liability insurance (minimum of \$1,000,000), automobile insurance (minimum of \$1,000,000) and workers' compensation insurance (minimum of \$1,000,000). Bidder shall furnish to Winkler County a bond for performance which includes payment for materials and labor. The amount of the bond shall be for the full amount (100%) of the bid.

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 2, to install self-locking gate at Kermit Barn in the approximate amount of \$7,160.00 from Kermit Barn Maintenance budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Senior Citizens Director to hire part-time employee (25 hours per week) for cooking and cleaning duties using funds from existing position which is now vacant; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve request of Professional Prosecutor to purchase

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve County credit cards for the following elected officials and employees: Thomas Duckworth, Jr., Eulonda Everest, Dorothy Holguin, Glenda Mixon, Shethelia Reed, Minerva Soltero, Billy Stevens, Sherry Terry, Billy Ray Thompson and Robbie Wolf; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve Agreement between Winkler County and AirMedCare Network for air transportation of Winkler County residents for the period of one (1) year beginning January 01, 2015 and payment in the amount of \$29,906.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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



Plan Code: 5767

**AirMedCare Network Municipal Site Membership
For Winkler County**

Organization: Winkler County
Address: 100 East Winkler/PO Box Drawer Y
 Kermit, TX 79745
Contact: Bonnie Leck
Phone: 432-586-6658 Fax: 432-586-3223
Email: none
County: Winkler

Membership Sales Manager/ Base: Wesley Sholtz/MT 230

Covered Individuals and Transports:

Any individual whom resides within the boundaries of Winkler County when transported for medical necessity by Med-Trans, Inc. (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be:
 - o From a pickup location in Winkler County, TX.
 - o Or from the adjacent counties of Loving, Andrews, Ector, Ward counties in Texas or Lea county in New Mexico.
- If the covered person transported is uninsured at the time of transport, Med-Trans, Inc. will bill the covered person at the "Medicare Allowable Rate" for the transport.

Fees:

Winkler County will pay to AirMedCare Network a total of \$79,906.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of Winkler County may elect to obtain a full household membership (which waives T&C exemptions listed above and included coverage outside the herein listed service area) for an additional \$35/year.

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment for the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.



Page 1 of 3

Initial _____



Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions.

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are covered by AMCN Provider attending medical professionals to the air ambulance, or that would lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment, manufacturer limitations, governmental regulations, the interference requirements, patient condition, age or sex, or weather conditions. Risk exposures prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefits providers or any third party for air medical services provided by the AMCN Provider, not in excess of actual charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.
4. Membership starts 75 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other notices, or verbal representations, relating to the terms and conditions of membership.

*Air Evac EMS, Inc.; EagleMed L. C.; Med-Trans Corporation; REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.



Page 2 of 3

Initial _____



Agreed to by

Signature _____	Signature _____
Bonnie Leck	Keith Hovey
Printed Name	Printed Name
Winkler County Judge	Vice President
Title	Title
Winkler County, Texas	Membership
Organization Name	Division
July 14, 2014	
Date	Date



Page 3 of 3

Initial _____

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve Contract between Winkler County and DISH Network LLC for service at Winkler County Emergency Medical Service station for the term of two (2) years; which motion became an order of the Court upon the following vote:

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

Commercial Customer Agreement

Thank you for choosing DISH Network®.

DISH Network is happy to answer any questions you may have and to provide you with technical and other customer support. You may contact us 24 hours a day, any day of the year.

Phone: 1-800-454-0841

E-mail: commercialfeedback@dish.com

Mail: DISH Network L.L.C.
Attn: Commercial Customer Service Center
5701 South Santa Fe Drive
Littleton, CO 80120

Website: http://commercial.dish.com

For purposes of this Commercial Customer Agreement (the "Agreement") and any customer agreement(s) applicable to the promotion(s) under which you are receiving services and/or equipment from DISH Network (each, a "Promotion Agreement"): (i) "you" and "your" refer to you, the DISH Network subscriber; and (ii) "DISH Network," "DISH," "we," "us" or "our" refer to DISH Network L.L.C. (formerly known as EchoStar Satellite L.L.C.) or, where applicable under the particular circumstances, third-party billing agents.

"DISH" is a registered trademark of DISH Network L.L.C.

THIS AGREEMENT, TOGETHER WITH ANY APPLICABLE PROMOTION AGREEMENT, SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH DISH WILL PROVIDE ITS SERVICES AND EQUIPMENT TO YOU. CUSTOMER, YOUR ACTIVATION OF A DISH ACCOUNT AND RECEIPT OF DISH SERVICES OR EQUIPMENT CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE AN EXISTING DISH CUSTOMER, WE WILL NOTIFY YOU OF ANY CHANGES TO, OR REPLACEMENT OF, THIS AGREEMENT, AND YOUR CONTINUED RECEIPT OF DISH SERVICES OR EQUIPMENT FOLLOWING RECEIPT OF SUCH NOTICE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGED OR REPLACED AGREEMENT. IF YOU ARE AN EXISTING CUSTOMER AND DO NOT WISH TO ACCEPT ANY CHANGED OR REPLACED AGREEMENT, YOU MUST NOTIFY US IMMEDIATELY AND WE WILL, AT OUR OPTION, EITHER CANCEL YOUR SERVICE OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE PREVIOUS VERSION OF THIS AGREEMENT.

1. THE DISH SERVICE

A. **Services Defined.** "Services" shall mean all video, audio, data, interactive and other programming services and all other services that are currently available from DISH (whether subscription, pay-per-view or otherwise) and that we may provide to customers in the future.

B. **Minimum Programming Levels.** If your applicable Promotion Agreement specifies required minimum programming, you must subscribe to such programming. Otherwise, you must subscribe to one of more of the following programming packages: (i) if you are a public or private customer (as those terms are defined by DISH), you must subscribe to Starter package, International Basic Package, or Chinese Basic Package; and at least one add-on package or (ii) if you are an institutional residential customer (as that term is defined by DISH), Dish AT/NO Basic, Suna Paca, DISH America or a higher version of such programming packages, a qualifying International package plus one of the Racepak TV, but do not subscribe to applicable minimum programming a Service Access Fee (as detailed in Exhibit 1) may apply. We may change such minimum programming requirements at any time.

2. BILLING POLICIES; PAYMENTS FOR SERVICES; FEES

A. **Equipment.** You agree to pay all amounts billed for Services, as well as all taxes, fees and other charges, if any, that are now or may in the future be assessed in connection with any Services you receive from us, and any other charges due and owing to us. State and local taxes or reimbursement charges for gross earnings taxes imposed or satellite providers for transmission of programming in some states may apply. Unless you opt-out for a multi-month subscription to Services, we will bill you monthly in advance for most Services and in arrears for other Services such as pay-per-view ordered by you or anyone who uses your Equipment, whether with or without your permission, until you cancel your Services. Multi-month subscription orders will be billed on your pre-pay period, and must make all payments in advance of the due date of your bill in order to continue receiving your Services; you may pre-pay for all other Services, such as pay-per-view, ordered by you or anyone who uses your Equipment, whether with or without your permission.

B. **Billing Policies.** Your bills will show the total amount due, the payment due date, payments, credits, purchases and other charges to your account. You may submit your payment by mail, on our website, through our AutoPay program, by calling a DISH customer service representative, or by any other means that we designate. Partial payments will be applied first to the oldest outstanding bill. You must make your payment regardless of whether you receive a bill. We do not assume the risk of undelivered mail. If you send checks or money orders marked with a designation such as "payment in full," we can accept them without waiving any of our rights, including without limitation, our right to collect any other amounts owed by you, notwithstanding your characterization of such payment. DISH does not extend credit to our customers, and the Late Payment Fee (as detailed in Exhibit 1) is not interest, a credit service charge or a finance charge. Certain fees and charges may apply in certain circumstances to your payment for the Services, including without limitation, those expressly set forth in Exhibit 1 attached hereto and incorporated herein by reference.

C. **Attention to Payment Terms.** If you paid for a multi-month subscription to any Services and your account is past due for any amount, we may convert your multi-month subscription to a monthly subscription, and we may first apply the amount you paid for your multi-month subscription to any past due amounts and then to any obligations you incur in the future.

D. **Resending your Services.** If you do not pay your bill in full by its due date, or you at any time otherwise fail, neglect or refuse to make timely payment for your Services, we may disconnect your Services, and in such event we will be wholly released from any and all of our duties and obligations under this Agreement. If your Services are disconnected for non-payment or any other reason, DISH may require that you pay, and you agree to pay, before we reconnect your Services. All past due charges, a Resort Fee, a deposit equal to a maximum of two months' service charges, and all outstanding balances accrued through the date of such disconnection. If your Services are disconnected for non-payment or any other reason, you will no longer be eligible, even if you pay to restore your Service, to receive any remaining credits or promotional pricing that you would have been eligible to receive had your Services not been discontinued. Unless required by applicable law, deposits will not be held segregated from other funds and will not earn or accrue interest. Promotional pricing is valid only at the time of installation.

E. **Attorneys' Fees/Collections.** If we use an attorney or a collection agency to collect any money you owe us or to assert any other right that we may have against you, including without limitation, any breach of any agreement you may have with DISH or one of our affiliates, you agree to pay the reasonable costs of such collection or other action. These costs may include, without limitation, the costs of a collection agency, reasonable attorneys' fees and court costs. If you believe you have been billed in error or you would like to make any other request for a billing statement credit, you must contact our customer service center by telephone or in writing within twenty (20) days after the date you receive the bill for which you are seeking correction. Failure to timely notify us of a dispute will constitute your acceptance of the corresponding bill. You must pay undisputed portions of any billing statement before the next billing statement is issued or you must pay a Late Payment Fee. All payments for Services must be made directly by you to us, unless we authorize otherwise; for example, DISH shall have no obligations to provide Services for which payment is made by a third party or payment is made by a third party on your behalf.

F. **Billing Agent Payments.** Different or other payment and billing terms, conditions, options and fees may apply when billing is provided through a third-party billing agent, including without limitation, a local telephone company.

C. **Programming Availability.** Certain Services, including without limitation, some subscription Services, sporting events and broadcast network Services, may be blacked out in your viewing area. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. If the location at which you are receiving Services is a wagering location, you are not eligible to receive certain channels, including without limitation, Horse Racing Television (HRTV). You must be at least 18 years of age, or the applicable age of majority where you reside, in order to receive adult-oriented programming services.

D. **Changing Your Programming Selection.** Unless otherwise specified in this Agreement or any applicable Promotion Agreement(s), you may change your programming selection at any time by notifying us. A Programming Change Fee (as detailed in Exhibit 1) may apply to such programming changes.

E. **Multi-Month Subscriptions.** For multi-month subscriptions, you may downgrade your Services only when you renew. You may not downgrade your Services during the term of a multi-month subscription.

F. **Ordering Pay-Per-View.** You may use your remote control and on-screen program guide to order pay-per-view Services through your television if your DISH receiver is connected to a land-based telephone line and/or a broadband network. You may also order DISH pay-per-view Services by calling 877-DISH-PPV (3474-778) and using our automated system, or speaking with a live operator at one of our customer service centers (An Agent Assist Fee will apply as detailed in Exhibit 1).

G. **Accessing the Internet Through Your Receiver.** Some of our receivers can be used to access websites and information on the Internet. Neither DISH nor EchoStar Technologies L.L.C. ("EchoStar") has any control over such websites and information, and neither we nor EchoStar make any representations, warranties or guarantees as to the availability or content of such websites and information, including without limitation: (i) the accuracy, availability, information, or (ii) whether using the software contained in such receivers may result in accessing unapproved, inappropriate or objectionable content. We and/or EchoStar may change, limit, suspend, disable and/or remove your ability to access the Internet using your receiver at any time without notice. We and/or EchoStar may also limit or restrict the websites and information that you may access on the Internet using your receiver in any time without notice.

H. **Commercial Viewing Only.** DISH provides Services to you solely for viewing, use and enjoyment in the commercial location specified in your account. You agree that no Services provided to you will be viewed in any other location, including without limitation, other commercial locations, other areas open to the public and residential locations. If your Services are viewed in any location other than the commercial location specified in your account, we may discontinue your Services and, in addition to all other applicable fees, you must pay us the difference between the price actually paid for Services and the applicable rate for such Services, regardless of whether we have the right to distribute such Services to such other location.

I. **Services Viewing Limitations.** Services may not be rebroadcast, transmitted, recorded or performed, nor may admission be charged for viewing any Services; you agree to notify us immediately if you become aware of any third party engaging in any such activity, and cooperate with us in stopping and preventing such actions. You must exhibit all Services only in the original form as provided by us, without any modifications, additions (including without limitation, the addition of a crawl line) or deletions in any portion of the Services.

J. **Changes in Services Offered.** We may add, delete, restructure and/or change any and all programming, programming packages and Services, at any time, including without limitation, during any time commitment period to which you have agreed. If a change affects you, we will notify you of such change and its effective date. In the event that we delete, restructure or change any programming, programming packages or other Services, we have no obligation to replace or supplement such programming, programming packages or other Services. You are not entitled to any refund because of a deletion, remanagement or change of any programming, programming packages or other Services.

K. **Promotional Offers and Bonus.** If a third party, such as an independent DISH retailer, integrator or private cable operator, offered you a promotional offer or item in connection with your subscription to the Services, such third party is solely responsible for fulfilling such promotional offer or providing such promotional item, and DISH is not in any way responsible for such fulfillment.

G. **Early Termination Fee.** Depending on your specific Promotion Agreement, you may incur fees for disconnecting your service before the expiration of a commitment period or downgrading your programming below any applicable minimum programming requirement during a commitment period (each an "Early Termination Fee"). Please reference your Promotion Agreement for details regarding any Early Termination Fee that may apply.

3. CANCELLATION OF SERVICE

A. **Continuation of Services.** Your subscription to Services will automatically renew until you cancel your Services or we otherwise discontinue your Services, in each case as provided herein or in any applicable Promotion Agreement.

B. **Cancellation Policies.** You may cancel your Services for any reason at any time by notifying us at the phone number, e-mail address or mailing address set forth at the top of this Agreement. Please be aware that certain promotions have an optional or mandatory term commitment period and if you cancel your Services prior to the expiration of an applicable optional or mandatory term commitment period, certain early termination or cancellation fees may apply.

C. **Disconnection of Services.** In addition to all other rights that DISH may have to disconnect your Services, DISH may disconnect your Services at any time without notifying you if: (i) you fail to pay any bill in full when it is due; (ii) you receive confirmation that you have received Services, or any part of the Services, without paying for them; (iii) you otherwise violate the terms and conditions of this Agreement, any applicable Promotion Agreement or any other agreement between you and DISH; (iv) you transfer, encumber or relocate any leased Equipment (unless you relocate such Equipment as part of a move into an area within which you can permissibly continue to receive such Services and DISH has approved such relocation of your Services); (v) you assign or attempt to assign any of your rights, duties or obligations under this Agreement or any applicable Promotion Agreement; (vi) you are receiving Services through a third-party billing agent and become ineligible to receive applicable services provided by such third-party billing agent; or (vii) you commence any act or filing of bankruptcy or bankruptcy proceedings as commenced against you.

D. **No Credits.** If your Services are cancelled or disconnected for any reason, you still must pay all outstanding balances accrued, including without limitation, any applicable fees. Except in certain limited circumstances, charges for Services, once charged to your account, are non-refundable, and no refunds or credits will be provided in connection with the cancellation of Services. If you received a discounted price due to a promotion, and you cancel prior to any applicable expiration of that promotion, you are not entitled to any refund or credit for the unused portions of such discounted price. If you received a discounted price in exchange for your agreement to pay for your Services on a multi-month basis, and you cancel your Services prior to the expiration of your multi-month subscription, you are not entitled to any refund or credit for the unused portions of your multi-month subscription.

4. EQUIPMENT

A. **Equipment.** In order to receive Services you must purchase or lease certain reception equipment consisting primarily of a DISH compatible satellite receiver(s) and applicable Smart Cards, remote control(s), satellite antenna(s), and sometimes low noise block converter(s) with integrated feed(s) (collectively, "Equipment").

B. **Additional Tuners and Receivers.** We may choose to allow you to place additional receivers on your account. If we allow you to do so, each additional receiver will be authorized to receive the same Services as your initial receiver, subject to the limitations of your television equipment. All of your receivers must be located at the same commercial location and continuously connected to the same land-based telephone line and/or broadband network. If you wish to receive Services at two different commercial locations, you must open a separate account for each location, unless otherwise specifically authorized by DISH. You may not directly or indirectly use a single account for the purpose of accessing Services for multiple DISH receivers that are not all located in the same commercial location and connected to the same land-based telephone line and/or broadband network. If we later determine that you did, we may disconnect your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each DISH receiver on your account.

C. **Smart Cards.** Receiver(s) are equipped with a conditional access card ("Smart Card") inserted into a slot or otherwise installed in such receiver. Not all receivers with a Smart Card slot require a Smart Card for proper authorization. Smart Cards remain the property of DISH at all times and must be returned to us upon our request. Smart Cards are not transferable. Your Smart Card will only work in the DISH receiver in which it was assigned by DISH. If

you report to our customer service center that your Smart Card has been lost, damaged, defective or stolen, we will replace it, unless there is evidence of unauthorized tampering or modifications, and a Smart Card Replacement Fee will apply. In addition, in order to minimize downtime for your Equipment, DISH will, upon your request, deliver a replacement Smart Card to you via overnight delivery, in which case an Overnight Delivery Fee will apply.

D. **DVR** DISH Network's digital video recorder ("DVR") products allow you to record programming in digital format. Total available recording time varies depending on your receiver and the nature of the program being recorded. DISH Network does not guarantee access to or recording of any particular programming or that any such programming will not be deleted from your DVR product. Most programming is the copyrighted material of the third party that supplies it; is protected by copyright and other applicable laws; and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it (except as permitted by the "fair use" provisions of the U.S. copyright laws).

E. **Telephone/Broadband Connection** To optimize the operation of your Equipment, you must continuously connect each DISH receiver on your account to the same land-based telephone line and/or a broadband network. Failure to connect each receiver to the same land-based telephone line and/or a broadband network may result in interruption or disconnection of Services. We may change you a TV2 Receiver Connection Fee for each dual-line receiver that is not connected to the same land-based telephone line and/or a broadband network (as detailed in Exhibit 1).

F. **Receiver Alterations** DISH may, through periodic downloads, alter the software, features and/or functionality in your DISH receivers; provide data and content to DVR products; store and remove data and content on the hard drives of DVR products; and send electronic countermeasures to your DISH receivers. DISH will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to your Services, but shall have no liability to you for any interruptions in Services arising out of or related to such downloads. DISH may from time to time cease supporting one or more DISH receiver models.

G. **Proprietary Components and Software** DISH receiver and Smart Cards contain components and software that are proprietary to DISH and its licensors. You agree that you will not try to reverse engineer, decompile or disassemble, nor will you tamper with or modify, any software or hardware contained within any receiver or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of your Services and/or legal action.

H. **Software Licenses** You are licensed to use the software provided in your DISH receiver(s), as updated by DISH, its licensors and its suppliers from time to time, solely in executable code form, solely in conjunction with lawful operation of the DISH receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement. You may not copy, modify or transfer any software provided in your DISH receiver(s), or any copy of such software, in whole or in part. You may not reverse engineer, disassemble, decompile or translate such software, or lease, load, install for profit or distribute any software provided in your DISH receiver(s), or any part thereof. Such software is licensed, not sold, to you for use only under the terms and conditions of this license, and DISH, its licensors and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license does not grant to you any intellectual property rights in the software provided in your DISH receiver(s). Any attempt to transfer any of the rights, duties or obligations of this license is null and void. If you breach any term or condition of this license, this license will automatically terminate.

I. **Stolen Equipment** If any of your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our customer service center by telephone or in writing immediately, but in any event not later than three (3) business days after such removal, to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

5. **LEASED EQUIPMENT**

A. **Lease Terms** We may choose to lease certain Equipment to subscribers. Unless otherwise specified in an applicable Promotion Agreement(s), such Equipment (including without limitation, the LNBEs, but not the satellite antenna), shall at all times remain the sole and exclusive property of DISH, and we may provide or replace leased Equipment with new or reconditioned Equipment at any time, and upon expiration or discontinuation of your Services,

remove or require the return of such Equipment. No leased Equipment provided to you by DISH shall be deemed fixtures or part of your real property. We may make such filings and recordings that we may consider necessary to evidence our ownership rights in such Equipment, and you agree to execute any and all documents that we may consider necessary from time to time to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with such Equipment, or to tamper with or alter any notice of our ownership on such Equipment. Any reinstatement, return, or attach any electrical or other devices to, or in any way alter, any such Equipment without our prior written consent. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that such Equipment be covered by your insurance policy.

B. **Return of Leased Equipment** It is your responsibility to return all leased Equipment within thirty (30) days following cancellation or discontinuation of your Services. You must call 800-454-0843 to receive a return authorization number and instructions regarding acceptable methods for returning the Equipment. Options to return your Equipment include, but are not limited to, the use of a shipping label and empty box provided by DISH by paying a Box Return Fee (as detailed in Exhibit 1) (which price is subject to change at any time) or schedule a DISH service call to remove the Equipment by paying a Service Call Fee (as detailed in Exhibit 1) charge (which price is subject to change at any time). Equipment will not be deemed returned until received by DISH. If you do not return such Equipment undamaged and in working order, normal wear and tear accepted, and in accordance with the procedures set forth herein, then you are responsible and must pay certain charges as described in the Promotion Agreement.

C. **Defects and Damages** You must notify us immediately of any defect in, damage to, or accident involving your leased Equipment. All maintenance and repair of such Equipment must be performed by us or our designee(s). DISH may charge you for any repairs that are necessitated by any damage to, or misuse of, such Equipment.

6. **TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT**

DISH may sell, assign or transfer your account to a third party without notifying you. You may not assign or transfer your Services without our written consent, which will not be unreasonably withheld. Provided however, if you lease Equipment or your account has an outstanding balance, then the withholding of consent to assign or transfer your Services shall not be deemed unreasonable.

7. **LIMITATION OF OUR LIABILITY**

A. **INTERRUPTIONS AND DELAYS** NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY INTERRUPTION OF ANY SERVICE OR FOR ANY DELAY OR FAILURE TO PERFORM, INCLUDING WITHOUT LIMITATION, IF SUCH INTERRUPTION, DELAY OR FAILURE TO PERFORM ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF DISH'S ACCESS TO ALL OR ANY PORTION OF SERVICES, THE REDUCTION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SATELLITES; A CHANGE IN THE FEATURES AVAILABLE WITH YOUR EQUIPMENT; ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US; OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SATELLITE OR CABLE FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

B. **ALTERATIONS TO EQUIPMENT** NONE OF OUR, ECHOSTAR OR OUR THIRD-PARTY BILLING AGENTS, OR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY ALTERATION TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, REMOVING OR DISABLING FEATURES (SUCH AS THE ABILITY TO ACCESS THE INTERNET VIA A RECEIVER).

C. **LOSS OF RECORDED MATERIAL** NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING, INCLUDING WITHOUT LIMITATION, ANY LOSS OR PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT.

D. **NO WARRANTIES** EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY APPLICABLE STATE LAW, NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING YOUR DISH EQUIPMENT OR ANY OTHER EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

E. **PERFORMANCE LICENSING** ALL LICENSING REQUIRED AND/OR FEES INCURRED DUE TO YOUR USE, DISPLAY, EXHIBITION OR PERFORMANCE OF ANY OF THE PROGRAMMING OR OTHER SERVICES PROVIDED BY US ARE YOUR RESPONSIBILITY, EXCEPT THAT WE WILL BE RESPONSIBLE FOR MUSIC PERFORMANCE FEES REQUIRED FOR YOUR EXHIBITION OF OR ADDITIONAL CHANNELS AT THE COMMERCIAL LOCATION SPECIFIED ON YOUR ACCOUNT. EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING SENTENCE WITH REGARD TO ADDITIONAL CHANNELS, WE WILL NOT BE LIABLE TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR USE, DISPLAY, EXHIBITION OR PERFORMANCE OF ANY OF THE PROGRAMMING OR OTHER SERVICES PROVIDED BY US, INCLUDING WITHOUT LIMITATION, LIABILITY FOR THE PAYMENT OF ANY MUSIC LICENSE FEES REQUIRED DUE TO THE EXHIBITION OF OUR VIDEO PROGRAMMING CHANNELS.

F. **CONTENT RESTRICTIONS** IT IS YOUR RESPONSIBILITY TO IMPOSE ANY PROGRAMMING, INTERNET OR OTHER CONTENT RESTRICTIONS ON YOURSELF, YOUR EMPLOYEES/CONTRACTORS, YOUR CUSTOMERS OR OTHERS, AS YOU DEEM APPROPRIATE. NONE OF DISH, ECHOSTAR, OUR THIRD-PARTY BILLING AGENTS, OR OUR AND THEIR AFFILIATES SHALL HAVE ANY LIABILITY TO ANYONE DUE TO, OR BASED UPON, ANY CONTENT (INCLUDING WITHOUT LIMITATION, ANY INACCURACIES, ERRORS IN OR OMISSIONS FROM SUCH CONTENT), OR CONTAINED IN ANY OF THE SERVICES FURNISHED TO YOU; OR (C) OBTAINED USING THE SERVICES OR EQUIPMENT FURNISHED TO YOU.

G. **DAMAGES LIMITATION** NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO: DISH EQUIPMENT OR ANY OTHER EQUIPMENT; OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU; OR ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

8. **EQUAL COMPLIANCE; PIRACY AND INFRINGEMENT; TRADEMARKS; PUBLIC RIGHTS OF WAY**

A. **Piracy** Receiving any portion of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of any portion of the Services is a violation of various U.S. federal and state laws and of this Agreement. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$16,000 per violation.

B. **Infringement** Section 605eA of Title 47 of the United States Code makes it a federal crime to modify Equipment to receive encrypted (scrambled) television programming without payment of required subscription. Conviction can result in a fine of up to \$50,000 and imprisonment for five years, or both. Any person who produces Equipment that has been so modified is an accessory to that offense and may be punished in the same manner. Investigative authority for violations lies with the Federal Bureau of Investigation. The Equipment may incorporate copyright protection technology that is protected by U.S. patents and other intellectual property rights. Use of such copyright protection technology may be authorized by DISH to its suppliers or licensors, and is intended for home and other limited pay-per-view uses only, unless otherwise authorized by DISH or its suppliers or licensors. Reverse engineering or decompiling is prohibited.

C. **DISH Indicators** You may not use any of our trademarks, service marks, symbols, logos or other indicators of DISH without our prior express written consent.

D. **Public Rights of Way** You may not, at any time and under any circumstances, cross any public right of way, including without limitation, roads and utility easements, with the Services or the Equipment.

9. **GENERAL**

A. **Notice** Any notice required or permitted to be given by us under this Agreement may be provided via the mail, on your bill, as a bill insert, via broadcast on a television channel, through publication on the website set forth at the top of this Agreement, by telephone, or by any other reasonable means. If we send you notice by mail, or your bill or as a bill insert, it will be considered given the day after it is deposited in the U.S. mail, addressed to you at your then-current billing address in our records. If we send you notice via broadcast on a television channel or through publication on the website set forth at the top of this Agreement, it will be considered given when first broadcast or published. If we send you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your then-current phone number in our records. Unless otherwise specified in this Agreement, any notice required or permitted to be given by you under this Agreement shall be in writing and shall be sent by first-class mail addressed to us at the mailing address set forth at the top of this Agreement, and shall be deemed given when received by us at such mailing address.

B. **Physical Address/Change of Address** When setting up your DISH account, you must provide us with the physical address where your Equipment will be located and your Services will be provided. A post office box does not meet this requirement. You must give us immediate notice of any change of name, mailing address, telephone number, or physical address where your Equipment is located. You may do this by notifying our customer service center by telephone or in writing at the phone number, mailing address, or e-mail address set forth at the top of this Agreement.

C. **Online Account Information** If you have an online account with us, you are responsible for maintaining the confidentiality of your account username and password and for all activities that occur under your account username and password. You must: (i) keep your account username and password confidential and not share them with anyone else; and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security.

D. **Third-Party Billing Agents** We may enter into relationships with third parties to provide billing and other services on our behalf, in which case the terms and conditions of this Agreement shall apply to such third parties as applicable under the circumstances. Additional terms and conditions imposed by our third-party billing agents may apply. For example and without limitation: (i) late fees imposed by our third-party billing agents may be administered according to our third-party billing agent's billing procedures and applicable state tariffs and regulations; (ii) our third-party billing agents may require that you pay all past due charges for Services; a restriction, and/or a prepayment before we reinitiate your Services; and (iii) other services provided by our third-party billing agents, including without limitation, local telephone service, may need to be restored before DISH Services can be restored, and a refund fee and/or deposit may be required to restore third-party billing agent services. Partial payments on third-party billing agent bills may be applied first to the balance due for other services billed on your third-party billing agent bill, including without limitation, local telephone service, according to the third-party billing agent's billing procedures and applicable state statutes and regulations. Please contact your third-party billing agent for details. Failure to pay all or any part of your third-party billing agent bill may result in disconnection of Services.

E. **Credit Checks** You authorize DISH to investigate your financial responsibility and creditworthiness, including without limitation, acquiring credit reports and histories, and to report any payment defaults to credit reporting agencies. Under the Fair Credit Reporting Act, you have the right to notify DISH if you believe we have reported inaccurate information about your account to any credit reporting agency. Please include in any such notice the specific item of dispute and why you believe the information reported is in error.

F. **Applicable Law** Unless expressly stated otherwise in a separate written agreement between you and DISH, this Agreement, including without limitation, all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to this Agreement, the Services or the Equipment shall be governed by the laws and regulations of the State of Colorado without giving effect to its conflict of law provisions. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision will be considered modified to the minimum extent necessary to make such provision legal and no longer in conflict with such law or regulation, without affecting the validity of any other provision.

G. Remedies Cumulative. The rights and remedies provided under this Agreement to DISH in case of your default or breach of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH may have by reason of such default or breach at law, in equity, under contract or otherwise (all of which are expressly reserved).

H. Offer. No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change or override this Agreement. DISH may, however, change this Agreement at any time and will notify you if that occurs. The terms and conditions of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination will continue thereafter. This Agreement is in addition to any other written agreement(s), if any, between you and DISH, including without limitation, any applicable installation agreement and Promotion Agreement, and except as provided to the contrary herein, all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, this Agreement replaces and supersedes any and all prior DISH Commercial Customer Agreements in their entirety, and such prior DISH Commercial Customer Agreements shall be of no further force or effect whatsoever. In the event of any ambiguity between this Agreement and any applicable Promotion Agreement, DISH shall have the sole and exclusive authority to interpret and/or make a final determination concerning any issue arising from such ambiguity.

EXHIBIT 1 - FEES

In addition to any amounts due for your Services and any other amounts due under this Agreement or any applicable Promotion Agreement, you agree to pay the fees listed below ("Fees") if and when applicable. DISH may change these Fees, increase or decrease these Fees, or impose additional Fees at any time upon notice to you. Discounts on certain fees may be available from time to time if you subscribe to certain programming packages and/or use certain Equipment. Additional fees may apply for non-standard installations or if you upgrade your Equipment after installation. You may call 800-454-0843 to request an itemization of any cost that you will incur in order to purchase and/or lease or receive DISH Equipment and/or DISH Services.

Type of Fee	Amount	Description of When Fee Applies
Monthly Fees		
Additional Receiver Fee	\$7.00	You have more than one (1) receiver on your account. Per additional high definition (HD) receiver.
*In determining the Additional Receiver Fee amount, the receiver with the highest associated fee shall be deemed activated prior to all other receivers on your account.	\$10.00	You have more than one (1) receiver on your account. Per additional DVR receiver.
	\$14.00	You have more than one (1) receiver on your account. Per additional Dual/DVR or Sling loaded receiver.
	\$17.00	You have more than one (1) receiver on your account. Per additional Hopper receiver.
Receiver Fees	\$7.00	You have a Hopper receiver on your account. Per additional Hopper receiver.
Whole Home DVR Service Fee	\$7.00	You have a Joey Receiver on your account.
DVR Service Fee	\$10.00	You have a Whole Home DVR Hopper on your account.
DVR Service Fee	\$7.00	You purchase or lease a digital video recording receiver and you do not subscribe to a "with DVR" programming package.
Service Access Fee	\$10.00	You subscribe to RaceTrax TV but do not subscribe to applicable required minimum programming.
Transactional Fees		
Agent Assist Fee	\$5.00	You order PPV or make a credit/debit card or Bank Account payment over the phone with an agent.
External Hard Drive Activation Fee	\$40.00	One-time fee charged if you have a VIP receiver and you choose to connect an external hard drive to that receiver.
Late Payment Fee	\$7.00	You do not pay your bill in full on or before its due date.
Returned Payment Fee	\$10.00	You make an ACH or check payment to DISH and it is subsequently returned.
Shipping and Handling Fee	\$15.00	DISH Network delivers hardware to you via regular delivery. (A \$20.00 Extended Delivery Fee also applies to AK, HI, Puerto Rico, or Virgin Islands).
Overnight Delivery Fee	\$20.00	DISH Network delivers hardware to you via overnight delivery. (A \$20.00 Extended Delivery Fee also applies to AK, HI, Puerto Rico, or Virgin Islands).
Pay Return Fee	\$17.00	DISH Network delivers return boxes and labels to return leased equipment.
Smart Card Replacement Fee	\$50.00	We replace your Smart Card because it was lost, damaged, defective or stolen, as long as there is no evidence of tampering or modification.
Out of Warranty Receiver Replacement Fee	\$75.00	You need to replace or repair an out of warranty receiver.
Service Call Fee	\$24.00	We send a certified technician to you.
Programming Change Fee	\$5.00	You change your programming selection in 30 days or less from the same service being added (but not regarding adult programming).
	\$20.00	Changes to your programming selection include adult programming.

9

10

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve payment in the amount of \$248,678.13 to The Bank of New York Mellon for hospital bond interest payment from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$200.00 to State Farm Fire and Casualty Company for the following surety bonds from budgeted funds:

1. Renee Suzanne Treadwell, Chief Deputy Auditor, for the period of August 07, 2014 to August 07, 2015 in the amount of \$100.00; and
2. Bridget Nurdning, Community Supervision Officer for the period of June 23, 2014 to June 23, 2015 in the amount of \$100.00

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 payment in the amount of \$7,482.00 to Emergency Communications Network for CodeRed extension and Weather Warning extension for the period of July 09, 2014 through July 08, 2015 with \$1,255.96 to be billed to the City of Wink, \$970.20 to Wink-Loving Independent School District, \$834.50 to Loving County, \$3,237.54 to the City of Kermit, and \$1,183.80 from Winkler County budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve payment in the amount of \$29,156.21 to Robert Scogin, Attorney at Law, for legal services regarding Federal Insurance from budgeted health benefit 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 payment in the amount of \$3,400.00 to Robert Scogin, Attorney at Law, for legal services regarding Winkler County Rural Health Clinic construction from budgeted funds ; which motion became an order of the Court upon the following vote:

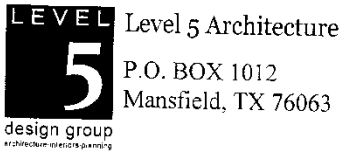
Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve payment in the amount of \$2,500.00 to Tyler Technologies, Inc. for project management software from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$60,000.00 to Level 5 Architecture for preliminary and schematic design services for Winkler County Rural Health Clinic from committed Winkler County Rural Health Clinic expansion funds; which motion became an order of the Court upon the following vote:

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



Invoice

Date	Invoice #
6/27/2014	1340-1

Bill To
Winkler County Attn: Bonnie Leck, County Judge P.O. Drawer Y Kermit, TX 79745

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Curr %	Project	
							Due on receipt	Winkler Co Health ...
Comercial...	Preliminary and Schematic Design Services	120,000.00			0.5	50.00%	60,000.00	50.00%

Payments/Credits	\$60,000.00
Total	\$0.00
Balance Due	\$60,000.00

Please Make all Checks Payable to: Level 5 Design Group

If you have any questions concerning this invoice:
 please contact us at (817) 842-0212

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in the State of Texas. Please contact them at Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-530, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us

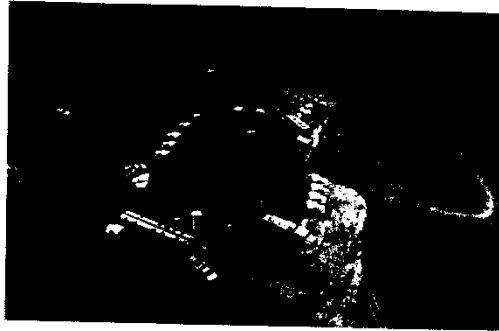
At 10:00 o'clock A.M., the Court ceased accepting proposals for project delivery services relating to the Transportation Infrastructure Fund (TIF) Grant Program. Only one (1) proposal was received and after reviewing same, a motion was made by Commissioner Neal and seconded by Commissioner Thompson that the proposal of GrantWorks be accepted; which motion became an order of the Court upon the following vote:

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

Price Proposal

GrantWorks price proposal for TxDOT Transportation Infrastructure Fund grant program Project Delivery is a fixed fee for all services included in the County's scope.

Services will be delivered and billed on a project-by-project basis for each Transportation Infrastructure Project covered by the County's TIF Grant Agreement and subsequent amendments.



GrantWorks' total not-to-exceed price proposal is Eighty-Six Thousand Nine Hundred Eighty-Nine Dollars (\$86,989.00).

The precise breakdown between the various services will be presented to the County in a contract for negotiation once GrantWorks is selected as your service provider. The price per project may depend on the project scale and complexity, the type of construction method used, the location of the project, and other project-specific conditions.

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve payment in the amount of \$2,595.69 and \$2,550.46 to Don Wise Transportation Services, Inc. for premix for County Road 404 from budgeted 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 Wolf and seconded by Commissioner Stevens to approve payment in the amount of \$8,530.97 to HollyFrontier Refining and Marketing LLC for emulsion from budgeted 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 \$2,506.95 to BWI-Dallas-Ft. Worth for fertilizer and pesticide for Winkler County Golf Course from budgeted funds; which motion became an order of the Court upon the following vote:

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

At 10:15 o'clock A.M., the Court entered into Executive Session in accordance with Section 551.071, Government Code, V.T.C.A., to consult with attorney regarding pending or contemplated litigation concerning breach of contract. The Court then returned to open session at 10:28 o'clock A.M., with the following action being taken:

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to authorize Thomas Duckworth, Jr., County Attorney to correspond with Plains regarding damages for breach of contract and repair of County Roads 205, 206 and 211; which motion became an order of the Court upon the following vote:

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

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

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

**WINKLER COUNTY
 LINE ITEM ADJUSTMENTS
 JULY 14, 2014**

NONDESIGNATED

10-230-080 CAPITAL EXPENDITURES	\$ 49,300.00	
10-404-081 AUTOMOBILE		\$ 49,300.00
AMD-SHERIFFS AUTO TO CAPITAL EXPENDITURES		

ADULT PROBATION

10-223-011 SALARY PROBATION	\$ 4,383.00	
10-223-010 SALARY CHIEF PROBATION OFFICER		\$ 4,383.00
AMD-SAL CHIEF PROBATION OFFICER TO SALARY PROBATION		

NONDESIGNATED

10-230-045 LEGAL SERVICES	\$ 25,000.00	
10-401-010 COUNTY ATTORNEY SALARIES		\$ 25,000.00
AMD-COUNTY ATTORNEY SALARIES TO LEGAL SERVICES		

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 the following budget amendment(s):

**WINKLER COUNTY
BUDGET ADJUSTMENTS
JULY 14, 2014**

PROFESSIONAL PROSECUTOR

GRANT EXPENSE 10-226-090 \$ 16,213.00
 MISC GRANT FUNDS 10-104-228 \$ 16,213.00
 TO RECORD REVENUE & EXPENSE FOR DA GRANT

NONDESIGNATED

CAPITAL EXPENDITURES 10-230-080 \$ 60,000.00
 TRANSFER FROM RESERVES 10-104-226 \$ 60,000.00
 TO RECORD REVENUE & EXPENSE FOR WCRHC DESIGNS

EMS

EMS REVENUE 10-104-212 \$ 20,000.00
 INTERMEDIUM 10-236-157 \$ 20,000.00
 TO FUND COMMISSION FEES FOR INTERMEDIUM

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 the following Monthly Reports from County Officials of fees earned and collected for the month of June, 2014;

MONTHLY REPORTS

For the Month of

June 2014

	Date Received	Amount
Tommy Duckworth, Co Attorney Fee <u>50.00</u> Hot Check	7-7-14	-0-
Bonnie Leck, County Judge	7-7-14	\$2.00
Minerva Soltero, Tax Assessor	7-10-14	\$163,453.09
Shethelia Reed, County Clerk	7-3-14	\$24,595.50
Glenda Mixon, JP Precinct #2	6-30-14	\$824.00
Sherry Terry, District Clerk	7-3-14	\$3985.24
DeLynn Trammell, JP Precinct #1	6-30-14	\$15,498.00
George Keely, Sheriff	7-3-14	\$1435.96
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	7-2-14	\$1,361,703.42
Lee Wilson, Constable Pct # 2		
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 Stevens 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

At this time the Court took a short recess and at 10:55 o'clock A.M. entered into Budget Workshop. At 12:40 o'clock A.M. the Court recessed until 9:00 o'clock A.M. on Tuesday, July 15, 2014.

At 9:00 o'clock A.M. on July 15, 2014 the Court reconvened and entered into Budget Workshop.

The Court discussed 2015 proposed budget for District Court with 109th Judicial District Court Judge Martin L. Muncy. No action was taken 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