

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

TIME: 9:00 O'CLOCK A.M.  
DATE: MONDAY, APRIL 13, 2020  
PLACE: COMMISSIONERS' COURTROOM, COURTHOUSE, KERMIT

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

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

1. Call Meeting to Order.
2. Consent Agenda Items:
  - (a) Approve payroll.
  - (b) Approve bills over \$500.00.
  - (c) Approve claims against county.
  - (d) Consider for approval Interlocal Cooperation Agreement for Post-Adjudication Secure Correctional Facility Residential Treatment Services between Winkler County Juvenile Probation Department and The Randall County Juvenile Probation Department for the period of April 1, 2020 to September 1, 2020.
  - (e) Consider for approval payment to CMC Business Systems, Inc., in the amount of \$400.00 from budgeted funds for Annual Service Agreement Renewal for Canon/P750 copier in Law Library.
  - (f) Approve County Library's annual report prepared for the State Library System for local fiscal year 2019.
  - (g) Consider for approval continuing Winkler County Library's membership in the Texas State Library System for state fiscal year 2020.
  - (h) Consider for approval payment to Best Buy Business Advantage for four (4) lap top computers in the amount of \$3,999.96 from budgeted funds.
  - (i) Consider for approval Pipeline Construction and Indemnity Contract between Winkler County and Flintlock Pipeline, LLC, on the following road crossings:
    - i) County Road 208 for an 8" steel crude pipeline;
    - ii) County Road 209 for an 8" steel crude pipeline;
    - iii) County Road 402 for an 8" steel crude pipeline; and
    - iv) County Road 407 for an 8" steel crude pipeline.
  - (j) Consider for approval payment to D.K. Boyd Land & Cattle Co., for caliche and topsoil in the amount of \$8,470.00 from budgeted lateral road funds.
  - (k) Consider for approval payment to Don Wise Transportation Services, Inc., for pre-mix in the amount of \$2,595.00 from budgeted lateral road funds.
3. Open bids for construction of hangars at Winkler County Airport.

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4. Consider, discuss, and approve Resolution continuing Declaration of Disaster and Resolution Concerning Facilities and Office Hours.
5. Consider for approval Order Prohibiting Certain Fireworks in unincorporated areas of Winkler County.
6. Hear presentation of Annual Audit of County Jail's Commissary Operations and Inmate Trust Account for period of January 1, 2019 to December 31, 2019.
7. Consider, discuss, and approve Standard Form of Construction Agreement between Winkler County and Duinick, Inc., for Winkler County Golf Course irrigation and authorize County Judge to sign said agreement.
8. Consider for approval payment to Reliable Chevrolet for three (3) Tahoe vehicles for Winkler County Sheriff's Office each in the amount of \$42,573.78 for a total of \$127,721.34 from capital expenditures.
9. Consider, discuss, and approve re-plastering kiddie pool and slide pool by Ocean Water Pools at Winkler County Park in Kermit in an amount not to exceed \$33,000.00 from committed capital funds.
10. Consider, discuss, and approve painting game room, kitchen, and hallways in the Winkler County Recreation Center by James Baillie in an amount not to exceed \$7,000.00 from committed capital funds.
11. Consider, discuss, and approve installing new playground equipment from Exerplay Equipment in an amount not to exceed \$110,000.00 from committed park improvement funds.
12. Consider for approval authorization to issue requests for proposals for Administrative services (RFPs) related to the 2020 Texas County Transportation Infrastructure Fund (CTIF) administered by the Texas Department of Transportation (TXDOT) administered through GrantWorks, Inc.
13. Consider for approval payment to Texas Association of Counties Risk Management Pool for claim in the amount of \$2,125.50 from budgeted funds.
14. Consider for approval purchase of Forcible Entry Door Simulator from Firehouse Innovations Corp in the amount of \$8,425.00 to be reimbursed from Wink Volunteer Fire Department.
15. Consider for approval payment to BWI Companies, Inc., for herbicide for Precinct 3 in the amount of \$3,033.58 from budgeted funds.
16. Consider for approval payment to Atascosa Materials LLC for top dressing material at Winkler County Golf Course in the amount of \$4,175.55 from budgeted funds.
17. Consider for approval proposal from Parsons Commercial Roofing, Inc., for repair to courthouse roof in the amount of \$46,518.00 from committed capital funds.
18. Consider, discuss, and approve additions and deletions to road projects for 2020.
19. Approve change orders and modifications for Kermit Community Center.
20. Approve change orders and modifications for Wink Community Center.
21. Approve Winkler County Courthouse construction claims.
22. Approve Kermit Community Center construction claims.
23. Approve Wink Community Center construction claims.
24. Approve Winkler County Airport construction claims.

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25. Approve Winkler County Golf Course construction claims.
26. Receive monthly reports from county officials.
27. Discuss and approve line item adjustments.
28. Discuss and approve budget amendments.
29. Adjourn.



**ARTICLE II**  
**DEFINITIONS**

- 2.01 For purposes of this Agreement, the following definitions apply:
- 2.01.1 "Child/Children": Any child/children under juvenile probation supervision of Sending County who have been accepted by the Randall County Chief for placement at the (R-CLU).
  - 2.01.2 "Child's Probation Officer": A juvenile probation officer of Sending County who is assigned to a Child.
  - 2.01.3 "Detention Center": Youth Center of the High Plains, a secure pre-adjudication detention facility located at 9300 South Georgia Street, Amarillo, TX 79118.
  - 2.01.4 "Facilities": Collectively refers to the YCHP: R-CLU and Detention Center.
  - 2.01.5 "Facility Administrator": The individual designated by the Randall County Chief who has ultimate responsibility for managing and operating the (R-CLU) facility. This definition includes the certified juvenile supervision officer who is designated in writing as the acting Facility Administrator during the absence of the Facility Administrator.
  - 2.01.6 "Furlough": A period of time during which a Child is allowed to leave the facility premises and go into the community unsupervised for various purposes consistent with public interest.
  - 2.01.7 "HIPAA": Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191).
  - 2.01.8 "R-CLU": Youth Center of the High Plains – R-Constructive Living Unit, a regional secure post-adjudication correctional facility located at 9300 South Georgia Street, Amarillo, TX 79118.
  - 2.01.9 "ITP": Individualized Treatment Plan.
  - 2.01.10 "PREA": Prison Rape Elimination Act of 2003 (34 U.S.C. Ch. 303 / 28 CFR §115).
  - 2.01.11 "Regional Diversion Coordinator": Receiving County's staff designated to serve as the liaison and primary point of contact for Sending Counties.
  - 2.01.12 "Randall County Chief": Randall County Chief Juvenile Probation Officer.
  - 2.01.13 "Treatment Team": Multidisciplinary team comprised of, at minimum, probation, residential and treatment staff directly involved with a child's treatment and programming in the R-CLU.

**ARTICLE III**  
**TERM**

- 3.01 The term of this Agreement shall be for five (5) months, commencing on April 1, 2020 and expiring on September 1, 2020 and shall automatically renew for one (1) year periods unless either party

gives written notice of non-renewal not less than 30 days before the end of the current term; subject to continued state appropriated funding.

**ARTICLE IV**  
**OPERATIONAL AUTHORITY**

- 4.01 Receiving County owns and operates a pre-adjudication secure detention facility, and a post-adjudication secure correctional facility. The R-CLU is a secure post-adjudication correctional facility, and the Detention Center is a secure pre-adjudication detention facility. These facilities are registered with the Texas Juvenile Justice Department (TJJD) and certified by the Randall County Juvenile Board.

**ARTICLE V**  
**ACCEPTANCE & PLACEMENT OF CHILD BY RECEIVING COUNTY**

- 5.01 The R-CLU program placement objectives are to provide:
- 5.01.1 Effective programming and services for children placed in the R-CLU.
  - 5.01.2 A successful transition and re-entry for children returning to their community.
- 5.02 Receiving County will only accept and place a child at the R-CLU with: 1) prior written approval of the Randall County Chief or Facility Administrator; 2) acknowledgement from TJJD that the child is eligible for placement in the R-CLU under the regional diversion alternatives application process; and 3) a health assessment, conducted by Receiving County, to determine if the child is in need of any emergency medical care and is not in psychiatric crisis. The parties acknowledge and agree that Receiving County is under no obligation to accept a child who is deemed by Receiving County to be inappropriate for placement in the R-CLU program.
- 5.03 Prior to admission, Receiving County shall receive from Sending County the TJJD "Interagency Placement Application" and any other pre-admission records pertaining to a child as currently listed, or subsequently amended, in 37 Texas Administrative Code, Sec. 343.600. All documents shall be sent to:

Regional Diversion Coordinator  
Randall County Juvenile Probation Department  
9300 South Georgia Street  
Amarillo, TX 79118  
[ErinWyrick@rcjj.org](mailto:ErinWyrick@rcjj.org)  
(806)468-5783 | fax: (806)468-5713

**ARTICLE VI**  
**RESPONSIBILITIES AND OBLIGATIONS OF RECEIVING COUNTY**

- 6.01 R-CLU Services. Services to be provided include:
- 6.01.1 Routine supervision, intervention and therapeutic services to provide for a child's safety, involvement in age-appropriate structured activities, educational and rehabilitative services and guidance from professionals and paraprofessionals to help attain or improve functioning appropriate to a child's age and functioning/development.

- 6.01.2 A full range of treatment and rehabilitative interventions including educational, social, recreational, psycho-educational, as well as behavioral and mental health services.
- 6.01.3 Specialized treatment of children in need of sex offense specific treatment. This treatment is offered within the general R-CLU program and is tailored to effectively stabilize, manage and treat the specialized needs of these children in a developmentally appropriate manner.
- 6.01.4 Appropriately licensed medical and mental health professionals to manage and facilitate ongoing treatment, to include crisis intervention, as needed.
- 6.01.5 Monthly Treatment Team meetings to develop and refine Individualized Treatment Plans (ITPs), monitor the progress of children and plan each child's transition back to the community.
- 6.02 Education. Within the limits of state and federal law, all children will have access to, at a minimum, appropriate public education and related services through the Canyon Independent School District while residing at the R-CLU.
- 6.03 Basic Medical Care. Medical health care services that can be provided at the R-CLU.
- 6.04 Written Reports. Receiving County shall, on a monthly basis, provide the Child's Probation Officer with a written report of the child's progress toward, or achievement of, goals/objectives contained in the ITP.
- 6.05 Emergency Notification. Receiving County will ensure that the child's parent/legal guardian/custodian, Child's Probation Officer and any person specifically designated by an authorized agent of Sending County are promptly notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or incident, or has been transported to a hospital or emergency care facility.

**ARTICLE VII**  
**RESPONSIBILITIES AND OBLIGATIONS OF SENDING COUNTY**

- 7.01 Transportation. Sending County shall be responsible for all transportation needs of a child, a Child's Probation Officer and a child's family, except for a child's transportation within Randall County, Texas.
- 7.02 Probation Supervision. A child's probation supervision shall remain under the jurisdiction of Sending County while the child is receiving services under this Agreement.
- 7.03 Case Plan/Case Plan Review. The Child's Probation Officer is responsible for completing the Case Plan and ongoing Case Plan Reviews, and for providing copies to the Regional Diversion Coordinator, upon child's placement in the R-CLU. All Case Plans and Case Plan Reviews shall be conducted in accordance with Title 37, Part 11 of the Texas Administrative Code.
- 7.04 Child's Parent and Probation Officer Participation. The parties acknowledge that a significant part of a child's rehabilitation process is parental involvement. The R-CLU program requires a child's parent/legal guardian/custodian to participate in treatment planning, family services and transition planning, either in person or remotely. If a child's parent/legal guardian/custodian is unable to attend in person, arrangements may be made for participation via a variety of means, including HIPAA compliant audio/visual technology, which may include utilizing the internet. The

R-CLU program requires that a Child's Probation Officer participate in treatment planning, multi-disciplinary team progress reviews and transition planning. A Child's Probation Officer from a Sending County shall conduct monthly visits with a child.

- 7.05 Confidentiality. Sending County may receive protected health information related to the child under Chapter 58, Texas Family Code, which must be kept confidential. Sending County must comply with all applicable state or federal laws or regulations requiring confidential information to be safeguarded, used, or disclosed only for authorized purposes by authorized users, including but not limited to: HIPAA privacy, security and breach notification regulations; relevant Texas Family Code provisions; Sec. 159.005, Texas Occupations Code; and Sec. 129.001, Texas Civil Practice and Remedies Code.

**ARTICLE VIII**  
**SEPARATION OR DISCHARGE FROM THE R-CLU**

- 8.01 When a child's separation from the R-CLU placement program is required due to disciplinary issues or concerns for the safety and security of the child, other children or staff, the child may be transferred to a separate unit in the R-CLU or to the Detention Center for temporary housing. The child may remain separated from the program until the Facility Administrator or designee deems it appropriate for the child to return to the program or to be discharged from the R-CLU in accordance with Sec. 8.02.
- 8.02 If a child commits a new offense or a violation of probation while residing at the R-CLU, the child may be transferred to the Detention Center or to the Randall County Jail depending on the child's age and offense level. Receiving County will promptly contact Sending County to determine the next course of action for the child. If Receiving County elects to discharge the child from the R-CLU, Sending County shall pick up the child at the Detention Center promptly within 24 hours, excluding weekends and holidays. Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.
- 8.03 If a child is discharged from the R-CLU, Sending County will pay the per diem rate set forth in Addendum A for each day a child remains in the Detention Center past the initial 24-hour time period, excluding weekends and holidays.
- 8.04 Receiving County reserves the right to discharge a child from placement at the R-CLU at its sole discretion and for any reason whatsoever. If the child is discharged, Sending County must send an authorized person or agency to pick up the child. Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.

**ARTICLE IX**  
**FURLOUGH FROM THE R-CLU**

- 9.01 The parties recognize that a child's ITP may include time away from the R-CLU on furlough, such as weekends and/or holidays. The parties agree that any furlough decision, along with the specific time frame, must be approved by the Facility Administrator or designee upon recommendation by the Treatment Team.
- 9.02 Receiving County shall coordinate with Sending County to schedule a mutually agreeable day and time for a child's furlough. Sending County will be responsible for the child's transportation to and from Randall County, and for the child's supervision during any furlough to Sending County. Receiving County will only retain a bed for a child until the child's timely return from any approved furlough.



**ARTICLE X**  
**POST-DISCHARGE COLLABORATION**

- 10.01 Parties acknowledge that successful transition and re-entry into the community is a primary objective of the R-CLU placement program. Provided a child remains under Sending County's supervision following successful discharge from the R-CLU, parties agree and commit to maintaining collaborative contact for up to twelve (12) months regarding the child's transition back to the community.
- 10.02 Post-discharge collaboration will: 1) promote successful transition and re-entry to benefit the child, family and community; and 2) assist Receiving County in evaluating and potentially implementing programmatic changes to benefit other children, families and communities in the future.

**ARTICLE XI**  
**COMPENSATION**

- 11.01 Payment for services provided under this Agreement shall be made from state grant funds maintained and designated for this purpose by the TJJD. Said funding will: 1) compensate Receiving County for the services performed under this Agreement; and 2) be made from current funding available to the TJJD. It is understood and agreed by the parties that this Agreement is funded with state appropriated grant funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 11.02 The parties agree that the portion of any day on which a child arrives at or exits the Receiving County facility shall be computed as a full day under this Agreement.
- 11.03 Sending County shall be responsible for all medical service costs not included in the basic medical care provided in the R-CLU program.
- 11.04 If any per diem or medical service costs are assessed, then Receiving County shall submit an invoice for payment to Sending County on a monthly basis within fifteen (15) working days following the end of the invoiced month. Each invoice shall include information deemed necessary for adequate fiscal control including the child's initials, SID number, number of days the child was placed during the invoiced month and the per diem rate. Receiving County will send invoices to:

Winkler Juvenile Probation  
Christi Gonzales, Chief Juvenile Probation Officer  
P.O. Box 822  
Kermit, TX 79745

- 11.05 Invoices submitted by Receiving County shall be paid by Sending County within thirty (30) days of receipt. The check will reference Receiving County's invoice number and will be made payable to "Randall County Juvenile Probation." Payment will be sent to:

Randall County Juvenile Probation  
Attn.: Financial Services  
9300 South Georgia Street  
Amarillo, TX 79118

- 11.06 Sending County will direct any inquiries regarding an invoice or other fiscal matter to Receiving County's Fiscal Officer at (806)468-5709. Sending County will not contact any other Receiving County employees regarding fiscal matters.
- 11.07 Because state funds are used to pay for services rendered to Sending County, Receiving County shall account separately for the receipt and expenditure of all funds received from Sending County and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

**ARTICLE XII**  
**REPRESENTATIONS**

- 12.01 Receiving County hereby represents and states the following:
- 12.01.1 That it has all necessary right, title, license and authority to enter into this Agreement.
- 12.01.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Randall or any political subdivision thereof.
- 12.01.3 That it will adhere to all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 12.01.4 That all of its employees, interns, volunteers and other individuals providing services to children under the auspices of Receiving County will report and investigate any incident or allegation of abuse, neglect, exploitation, death or other serious incident involving a child in its Facilities in accordance with Chapter 261, Texas Family Code, and Title 37, Texas Administrative Code, Chapter 358, or successor provisions, and PREA.
- Additionally, all incidents and allegations, including sexual abuse, serious physical abuse and death, will be faxed or emailed to Sending County's Chief Juvenile Probation Officer or other authorized designee, within 24 hours of the initial report.
- 12.01.5 That it prominently posts in all public and staff areas in all its office and facility areas, both the English and Spanish language versions of the following official notice forms: TJJD Notice to Public Regarding Abuse, Neglect and Exploitation; and TJJD Notice to Employees Regarding Abuse, Neglect and Exploitation.
- 12.01.6 That it will permit Sending County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review the records of an individual child in accordance with Sec. 58.0052, Family Code. Receiving County agrees to maintain any child care records, treatment records and any documents connected with the provision of child care and special treatment services for a minimum of seven (7) years after the child's final discharge or until any pending litigation, claim, audit or review, and all questions arising therefrom, have been resolved.

Sending County's examination and evaluation of the R-CLU program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to staff, as well as children, when deemed necessary.

- 12.01.7 That it will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Sending County considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 12.01.8 That it will maintain strict confidentiality of all information and records relating to children from Sending County and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 12.01.9 That it will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex/gender, religion, disability, military status, sexual orientation, national origin or other legally protected categories, classes or characteristics.
- 12.02 Receiving County has adopted and will comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles, and addresses the prevention, detection, elimination and reporting of sexual assault in juvenile facilities. Pursuant to the PREA standards, Receiving County will:
- 12.02.1 Permit Sending County to monitor its facilities and records as necessary to ensure that Receiving County is in compliance with said standards. Receiving County will make available to Sending County a copy of its most recent PREA audit. Receiving County will be responsible for the financial cost associated with any PREA audit.
- 12.02.2 Collect accurate, uniform data for every allegation of sexual abuse at its facilities, using the most recent version of the Survey of Sexual Violence issued by the Department of Justice and provide all incident-based sexual abuse data and aggregated sexual abuse data for the previous calendar year to Sending County no later than May 31<sup>st</sup> of each year.
- 12.02.3 Ensure that all of its employees, interns, volunteers and other individuals working under the auspices of Receiving County who provide goods or services directly to children in a Facility undergo the requisite background checks, child abuse registry checks, and training certification explaining their responsibilities under Receiving County's sexual abuse and sexual harassment prevention, detection and response policies and procedures.

**ARTICLE XIII**  
**DEFAULT**

- 13.01 An event of default will occur under the following circumstances:
- 13.01.1 Receiving County defaults by failing to perform the services or any of the other responsibilities and obligations called for by this Agreement and, after receiving notice of default by Sending County, does not cure such default within a period of twenty (20) days.

13.01.2 Sending County defaults by failing to perform any of its responsibilities and obligations called for by this agreement and, after receiving notice of default by Receiving County, does not cure such default within a period of twenty (20) days.

**ARTICLE XIV**  
**TERMINATION**

14.01 This Agreement may be terminated:

14.01.1 In an event of default as defined in Article XIII hereinabove;

14.01.2 By either party upon thirty (30) days' written notice to the other party of the intention to terminate; or

14.01.3 Upon exhaustion of available funds.

**ARTICLE XV**  
**MISCELLANEOUS**

15.01 Receiving County may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Sending County.

15.02 Each party to this Agreement is responsible for its own actions and conduct in providing services under this Agreement and shall not be liable for the actions or conduct of the other. The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability to which either party otherwise may be entitled, nor will it be so construed.

15.03 Within five (5) business days of receiving notice of any claim, demand, suit or any action made or brought against either party, arising out of the activities conducted pursuant to this Agreement, the party will give written notice to the other party of such claim, demand suit or other action. The notice must include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person(s) against whom such claim is being made.

15.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Randall County, Texas.

15.05 Exclusive venue for any litigation arising from this Agreement shall be in Randall County, Texas.

15.06 By entering into this Agreement, the parties do not intend to create any obligations express or implied, other than those set out herein; further, the parties do not intend to create any rights in any third party by virtue of this Agreement.

15.07 In the event any one, or more, of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

15.08 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the subject matter hereof.

- 15.09 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties.
- 15.10 Services shall be provided by Receiving County in compliance with the Civil Rights Act of 1964. Receiving County will not discriminate against any employee, applicant for employment or child because of race, religion, sex, national origin, age or handicapped condition.
- 15.11 Receiving County will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment, without regard to their race, religion, sex, national origin, age, or handicapped condition.
- 15.12 Receiving County agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and confidentiality guidelines concerning HIV related medical information in accordance with Texas Health and Safety Code Sections 85.112 and 85.115.
- 15.13 No official or employee of Randall County shall participate in any decision relating to this Agreement which affects the person's personal or pecuniary interests.
- 15.14 Per Government Code, Chapter 2270, Receiving County acknowledges that it does not currently, and shall not during the term of this Agreement, boycott Israel.

**ARTICLE XVI**  
**EXECUTION**

- 16.01 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all the terms and conditions of this Agreement.

ON \_\_\_\_\_, 20\_\_\_\_ FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

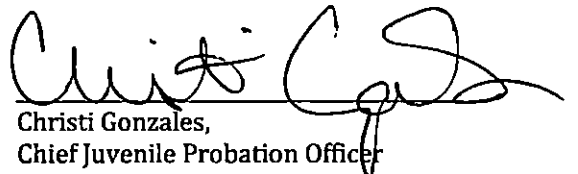
**RANDALL COUNTY JUVENILE BOARD**

**WINKLER COUNTY ENTITY –  
JUVENILE BOARD**

\_\_\_\_\_  
Judge James W. Anderson, Chairman  
Randall County Juvenile Probation

\_\_\_\_\_  
Charles M. Wolf, Winkler County Judge and  
Chairman, Winkler County Juvenile Board

\_\_\_\_\_  
C. Joe Barton III, Ph.D., LPC-S  
Chief Juvenile Probation Officer  
Randall County Juvenile Probation Department

  
\_\_\_\_\_  
Christi Gonzales,  
Chief Juvenile Probation Officer  
Winkler County Juvenile Probation Department



450  
**CMC BUSINESS SYSTEMS, INC.**

**CONTRACT INVOICE**

8000 W. HIGHWAY 80  
P.O. BOX 60428 MIDLAND, TX 79711-0428  
P: (432) 563-1642 F: (432) 563-9397



Invoice Number:  
Invoice Date:

AR125815  
03/16/2020

**Bill To:** WINKLER COUNTY AUDITOR'S OFFICE  
JEANNA WILLHELM  
PO BOX 0  
KERMIT, TX 79745-6014

**Customer:** WINKLER COUNTY ATTORNEY  
100 E WINKLER - 2ND FL  
KERMIT, TX 79745

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
MI7927	10 Days	03/26/2020	\$ 400.00	<b>\$ 400.00</b>	
Invoice Remarks:					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
2258-01	SHERYL WRIGHT 432-586-2596	\$ 400.00		04/15/2013	
Contract Remarks:					

**Summary:**

Contract base rate charge for the 04/15/2020 to 04/14/2021 billing period

\*Sum of equipment base charges

\$400.00 \*  
 \_\_\_\_\_  
 \$400.00

**Detail:**

**Equipment included under this contract**

**Canon/P750**

Number	Serial Number	Base Charge	Location
C7541	AABY4147	\$400.00	WINKLER COUNTY ATTORNEY 100 E WINKLER - 2ND FL KERMIT, TX 79745

Law Lib/Copier Maint Agree/AABY 4147

RECEIVED

MAR 18 2020

102400300

AUDITOR'S OFFICE

"64 YEARS OF SERVICE EXCELLENCE"

Agenda 4/13/2020

Invoice SubTotal	\$400.00
Tax:	\$0.00
Invoice Total	\$400.00
<b>Balance Due:</b>	<b>\$400.00</b>



# TEXAS PUBLIC LIBRARIES

## ANNUAL REPORT FOR LOCAL FISCAL YEAR 2019

This report is due to the Texas State Library and Archives Commission by **April 30, 2020**. We strongly urge libraries to report no later than March 31, 2020, to provide time to make any necessary revisions.

The Texas State Library and Archives Commission participates in a national public library data collection system. The purpose of this system is to ensure the collection of comparable data in all states. The data is used for the creation of a composite report on the public libraries of the United States and for state-to-state comparisons by the Institute of Museum and Library Services (IMLS). It is seen and used by researchers as well as policymakers at all levels of government. This report is also used to accredit Texas public libraries and some data elements are used for that purpose. Accreditation-related questions are marked within the questionnaire (⌘).

Definitions are important to ensure comparability of data from different libraries and states. Please refer to the definitions as this survey is completed.

**Please do not leave any items blank.** Estimates are important if exact data are not available. For Section 3: Expenditures, Section 4: Local Financial Effort, and Section 5: Revenue, enter "0" if the appropriate entry for an item is zero or "none." For the other sections, enter "0" if the appropriate entry for an item is zero or "none" and enter "N/A" in the Notes field if an item does not apply to a particular library. If an exact figure is not available for a particular item, but it is known that the amount is greater than zero, the librarian should enter an estimate of the amount, and add an explanation in the Notes field. If you need to estimate, please use a standard methodology for doing so. If you have questions, please contact LDN staff.

All questions relate to the library's local fiscal year 2019: the year that ended in calendar year 2019 and included January 1, 2019. If there was a change in the fiscal year, please contact LDN staff to update that information. All information must be entered into LibPAS, the online data collection portal at <https://tx.countingopinions.com>.

**Texas State Library and Archives Commission**  
**Library Development & Networking (LDN)**  
**Statistics and Accreditation Staff**  
[accreditation@tsl.texas.gov](mailto:accreditation@tsl.texas.gov)  
 512/463-5465, or toll free in Texas 800/252-9386

**SECTION 1: LIBRARY INFORMATION - Central/Administrative Library**

Library Contact Information. This section requests information for contacting the library, its staff, board, and friends group. The information you submit on this form is Public Information (<https://www.tsl.texas.gov/agency/customer/pia.html>). In addition, the information being entered may be subject to interception via common Internet tools.

Please read our Web Policies and Disclaimers (<https://www.tsl.texas.gov/landing/webpolicies.html>).

NOTE: In the online form, contact questions in the section 1.1 through 1.21 have been prefilled and locked. You will not be able to change the data. If changes need to be made to these questions, contact LDN staff ([accreditation@tsl.texas.gov](mailto:accreditation@tsl.texas.gov)) or add an explanation in the Note box.

1.1 Library Name	Winkler County Library	1.2 County	Winkler
The local fiscal year covered by this report	1.3 Start	1/1/2019	1.4 End 12/31/2019
1.5 Mailing Address - Street	307 S Poplar St	1.6 Mail City	Kermit 1.7 Mail Zip 79745- 4315 1.8 (Zip)+4
1.9 Physical/Shipping address - Street	307 S Poplar St	1.10 City	Kermit 1.11 Zip 79745- 4315 1.12 (Zip)+4

⌘ Accreditation-related question



⌘ 1.13 Does the library have a published telephone number? Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.83		Yes	No
4325863841 1.14 Phone number		4325862462 1.15 Telefax	
Laurie 1.16 Library Director/Head Librarian First Name		Shropshire 1.17 Library Director/Head Librarian Last Name	
wclib@hotmail.com 1.18 Director's Email Address		wclib@hotmail.com 1.19 Library General Email Address	
NOTE: The information you submit on this form is <b>Public Information</b> : <a href="https://www.tsl.texas.gov/agency/customer/pia.html">https://www.tsl.texas.gov/agency/customer/pia.html</a> . In addition, the information being entered may be subject to interception via common Internet tools. Business email addresses are not considered confidential under the Texas Public Information Act. <b>To help ensure your privacy, always enter your business email address rather than your personal email address when such an address is requested.</b> Please read our Web Policies and Disclaimers: <a href="https://www.tsl.texas.gov/landing/webpolicies.html">https://www.tsl.texas.gov/landing/webpolicies.html</a> .			
⌘ 1.20 Website		Yes	No
An accredited library must have a website. If the library does not have a website, or if the URL (web address) has changed, please contact LDN staff. Social media sites, such as Facebook, are not considered to be a library website. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.83			
1.21 Website URL		http://kermit.ploud.net	
1.22 Is the information provided in 1.1 through 1.21 correct?		Yes	No
In the online form, contact questions in the section 1.1 through 1.21 have been prefilled and locked. You will not be able to change the data. Please contact LDN staff ( <a href="mailto:accreditation@tsl.texas.gov">accreditation@tsl.texas.gov</a> ) if changes need to be made to these questions, or add an explanation in the Note box.			
<b>Contact information on the person who completed this report</b>			
Laurie 1.23 Contact First Name		Shropshire 1.24 Contact Last Name	
		wclib@hotmail.com 1.25 Contact Email	
<b>Library Advisory Board Information - leave blank if not applicable.</b>			
Judge Charles 1.26 Board Chair First Name		Wolf 1.27 Board Chair Last Name	
<b>Friends' Group Information - leave blank if not applicable.</b>			
none 1.28 Friends' President First Name		none 1.29 Friends' President Last Name	

**SECTION 2: LIBRARY OUTLETS**

This section requests information on public service outlets. **Report figures as of the last day of the fiscal year.** If there is a new branch, but it was not open for business before the end of the library's local fiscal year, it should not be included on this report.

2.1 Number of Branch Libraries

1

Administered from a central unit, branch libraries are auxiliary units that have at least all of the following:

- ◆ separate quarters,
- ◆ an organized collection of library materials,
- ◆ paid staff,
- ◆ Regularly scheduled hours for being open to the public

2.2 Number of Bookmobiles

0

A bookmobile is a traveling branch library and has at least all of the following:

- ◆ a truck or van that carries an organized collection of library materials,
- ◆ paid staff
- ◆ regularly scheduled hours (bookmobile stops) for being open to the public

2.3 Renovations, Expansions, new construction

Yes

No

Has the main library building or any branch library been renovated or expanded, or had new construction completed within the period covered by this report? Report structural changes only.

2.4 Square Footage of the Main Library

9,030

square feet

This is the area on all floors enclosed by the outer walls of the library. Include all areas occupied by the library, including those areas off-limits to the public. Include areas shared with another agency or agencies if the library has use of that area.

**SECTION 3: EXPENDITURES**

**REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS**

Local accounting practice will generally determine whether a particular expense is classified as operating or capital

- ◆ Do not report the value of free or donated items as expenditures.
- ◆ Do not report estimated costs.
- ◆ Report only those grant awards directly spent by this library. Do not report grant funds spent for this library by another entity, such as a Friends' group.
- ◆ Significant costs of ordinary operating expenditures, especially benefits and salaries, that are paid by other taxing agencies or government agencies with the authority to levy taxes on behalf of the library may be included if the information is available.

These expenditures are from **all** sources of revenue, including federal, state, Friends group revenue to the library, and foundation monies. The information reported in Expenditures may differ from the information reported in Library Revenue by Source.

**Library Operating Expenditures**

Operating Expenditures are those current and recurrent costs necessary to support library services. Only such funds that are supported by expenditures documents such as invoices, contracts, payroll records, etc. at the point of disbursement should be included.

Any operating expenditure not covered by Staff and Collection Expenditures should be reported in question **3.8, Other Operating Expenditures.**

<b>Staff Expenditures</b>		
<b>REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS</b>		
3.1 Salaries and Wages Expenditures	\$114,804	
This amount includes salaries and wages for all library staff including plant operation, security and maintenance staff. Include salaries and wages before deductions, but exclude "employee benefits." Include longevity, merit, and other funds paid directly to employees. Do not report salaries paid by an outside entity, such as Green Thumb employees or employees paid under a training program administered through another entity.		
3.2 Employee Benefits Expenditures	\$63,402	
These are the benefits outside of salary and wages paid and accruing to employees including plant operations, security, and maintenance staff, regardless of whether the benefits or equivalent cash options are available to all employees. Include amounts for direct paid employee benefits including Social Security, retirement, medical insurance, life insurance, guaranteed disability income protection, unemployment compensation, worker's compensation, tuition, and housing benefits.		
<b>3.3 Total Staff Expenditures</b>	Sum of 3.1 and 3.2	\$178,206
3.3a Of these staffing expenditures, how much was from non-local grant funding?	\$0	
Non-local funds include Tocker Foundation, TSLAC (competitive grants, ILL reimbursement and Family Place funding), Dollar General, Hancher Foundation, Texas Book Festival, NEA, or similar sources outside of the library's home county. Enter "0" if all funding was from local sources.		
3.3b Local funds used for library staff expenditures (3.3 - 3.3a)	\$178,206	
<b>Collection Expenditures</b>		
<b>REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS</b>		
3.4 Print Materials Expenditures	\$13,337	
Books, serial back files, current serial subscriptions, government documents, and any other print acquisitions.		
3.5 Electronic Materials Expenditures	\$2,502	
Report all operating expenditures for electronic digital materials. Types of electronic materials include e-books, audio and video downloadables, e-serials including journals, government documents, databases Electronic materials can be distributed by computer software, on CD or other portable digital carrier, and can be accessed via a computer, via access to the Internet, or by using an e-book reader. Include expenditures for materials held locally and for remote materials for which permanent or temporary access rights have been acquired.		
▶▶▶ Exclude operating expenditures for library system software and microcomputer software used only by the library staff or fees for TexShare databases. These are reported in <b>3.8, Other Operating Expenditures</b> .		
3.6 Other Materials Expenditures	\$305	
Report all operating expenditures for other materials, such as microforms, audio and video physical units, DVD, and materials in new formats.		

<b>3.7 Total Library Collection Expenditures</b>		Sum of 3.4, 3.5, 3.6	\$16,144
3.7a	Of these expenditures, how much was from non-local grant funding, such as Tocker Foundation, TSLAC - including ILL reimbursement and Family Place funding - Dollar General, Hancher Foundation, Texas Book Festival, NEA, or similar sources outside of the library's home county? Enter "0" if all funding was from local sources.	\$0	
3.7b	Local funds used for library collection material expenditures (3.7-3.7a). This amount will be reported in Question 4.1.	\$16,144	
<b>3.8 Other Operating Expenditures</b>			\$40,599
<p>This includes all expenditures other than those reported for Total Staff Expenditures Question 3.3 and Total Collection Expenditures Question 3.7.</p> <p>Include expenses such as binding, supplies, repair or replacement of existing furnishings and equipment; and costs of computer hardware and software used to support library operations or to link to external networks, including the Internet.</p> <p>Report contracts for services, such as costs for operating and maintaining physical facilities, and fees paid to a consultant, auditor, architect, attorney, etc.</p> <p>Include fees paid to the TexShare database program.</p>			
3.8a	Of these expenditures, how much was from non-local grant funding, such as Tocker Foundation, TSLAC - including ILL reimbursement and Family Place funding - Dollar General, Hancher Foundation, Texas Book Festival, NEA, or similar sources outside of the library's home county? Enter "0" if all funding was from local sources.	\$0	
3.8b	Local funds used for other library operating expenditures expenditures (3.8-3.8a)	\$40,599	
<b>3.9 Total Direct Library Operating Expenditures</b>		Sum of 3.3, 3.7, 3.8	\$234,949
3.9a	Total expended from non-local grant funding.	\$0	Sum of 3.3a, 3.7a, 3.8a
3.9b	Local funds used for library operating expenditures expenditures. This amount, plus 3.10-Indirect Costs (if needed), is reported in Question 4.2.	\$234,949	Sum of 3.3b, 3.7b, 3.8b
<b>3.10 Indirect Costs (if needed to meet maintenance of effort)</b>		Documentation Required	\$0
<p>This should only be reported when a library has failed to meet the <b>Maintenance Of Effort (MOE)</b> requirement for accreditation in state library system. If included, the expense must be documented by the local government entity that provided the service, and the document must be submitted to the state library with a signature from a government official with fiscal authority.</p> <p>An indirect cost is a cost incurred for a normal library operating expenditure such as janitorial services, purchasing, accounting, grounds maintenance, utilities, insurance, telecommunications, or payroll services that is not assigned to the library's budget, but paid for by a local government agency on behalf of the library. If you are claiming indirect expenditures and are uncertain whether an expenditure may be claimed, please contact LDN staff.</p> <p><b>Do not include capital expenditures.</b></p> <p>Include documented <b>Indirect Costs</b>, question 3.10 only when necessary to meet the average of expenditures for the Maintenance of Effort requirement.</p>			
<b>3.11 Total Library Operating Expenditures</b>		Sum of 3.9, 3.10	\$234,949

<b>3.12 Capital Expenditures</b>	\$0
<p>This amount should never be included in any of the questions in Section 4, but should be reported in sources of funds reported in the Capital Revenue part of Section 5.</p> <p>Do not include Operating Expenditures reported above. Local accounting practice will generally determine whether a particular expense is classified as operating or capital expense.</p> <p>These would be one-time only or extraordinary expenditures. These are major capital expenditures such as the acquisition of or additions to fixed assets. Examples include expenditures for building sites, new buildings and additions to or renovations of library buildings.</p> <p>Include expenditures for furnishings, equipment and initial book stock for new buildings, building additions or renovations; library automation systems, and new vehicles, and other one-time major projects. Include federal, state, local, or other revenue used for major capital expenditures.</p> <p>Exclude replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. Exclude contributions to endowments, or revenue passed through to another agency.</p>	
<b>REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS</b>	
<b>SECTION 4: LOCAL FINANCIAL EFFORT</b>	
<p>This section contains questions which will help determine whether the library meets the minimum accreditation criteria. <b>Local Operating Expenditures</b>, question 4.2, is used in determining whether a library has met the Maintenance of Effort MOE criteria. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.74</p> <p>In the online form, questions 4.1 and 4.2 are calculated fields. They will reflect the total expenditures, less any non-local and/or grant funding.</p>	
<b>§4.1 Local expenditures on collections (3.7b)</b>	\$16,144
<p>This is the amount of Total Collection Expenditures expended from local funds. This amount is <b>included</b> in the amount reported in question 4.2, Local Funds Expenditures.</p> <p>This is the total amount spent for library materials that was paid for with city, library district, county, school district, and other local revenue sources. This amount may be the same as Total Collection Expenditures.</p>	
<b>§4.2 Local funds used for library operating expenditures (3.9b+3.10)</b>	\$234,949
<p>This is the amount of Total Operating Expenditures, including indirect costs, if needed, expended from local funds.</p> <p>This is the total amount of funds spent for total operating purposes that was paid for with city, library district, county, school district, and other local revenue sources. This amount may be the same as reported in question 3.11, Total Operating Expenditures.</p>	
<b>§4.3 Local government funds used for library operating expenditures</b>	\$230,360
<p>This is the amount reported in Total Operating Expenditures, question 3.11, that was expended from local government revenue. This amount is <u>included</u> in the amount reported in question 4.2, Local Funds Expenditures. As this is based on actual expenditures, it should not be greater than the amounts totaled in 3.11, 4.2 or 5.4.</p> <p>This is the amount of funds spent for total operating purposes that was paid for with city, library district, county, or school district revenue sources.</p> <p>Include documented <b>Indirect Costs</b>, question 3.10, only when necessary to meet the average of expenditures for the Maintenance of Effort (MOE) requirement.</p> <p>Do not include expenditures from non-local grant sources such as Tocker Foundation, Dollar General, Hancher Foundation, Texas Book Festival, NEA, or similar sources outside of the library's home county.</p> <p>Do not include expenditures from other local sources reported in question 5.10, such as donations, fines, fees, Friends group funds, memorials or similar sources.</p>	

**SECTION 5: REVENUE**

The total funds reported as **Library Revenue** will not necessarily equal the total of **Library Expenditures** reported. Do not report grant funds spent on behalf of this library by another entity. Do not report salary revenue if the library did not pay the salary, as in the case of Green Thumb employees or employees paid under a training program administered by another entity.

Do not include indirect costs.

**Revenue Used for Library Operating Expenditures**

Report revenue received by the library used for the current and recurrent costs of operation, including grants. Report by source of revenue.

Do not include revenue for major improvements such as construction, renovation, endowment fund deposits, other extraordinary items. Do not report revenue unavailable for use by the library such as fines or funds unspent from previous fiscal years.

**Local Government Revenue – Operating Expenditures**

5.1 City, Cities, or Library District Revenue used for operating expenditures.

\$0
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Include revenue from other cities, as calculated in 5.19.

5.2 County or Counties Revenue used for operating expenditures.

\$230,360
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Include revenue from other counties, as calculated in 5.19.

5.3 School District Revenue used for operating expenditures.

\$0
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**5.4 Local Government Operating Revenue**

Sum of 5.1, 5.2, 5.3	\$230,360
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This amount should not be less than the amount reported in question **4.3**, Local Government Operating Expenditures.

5.5 State Revenue - Operating Expenditures

\$0
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Record the source of funds in the Notes box All revenue from funds collected by the State and distributed directly to this library for expenditure by the library for operating costs. **Include Family Place** funds here, that were used for library operating expenditures.

**Do not include** any funds received directly from the Texas State Library (TSLAC), including competitive grant funds or ILL reimbursement.

5.6 Federal Revenue - Operating Expenditures

\$0
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Record the source of funds in the Note box. Include all federal government funds distributed to public libraries for expenditure by the public libraries, including federal money distributed by the state.

**Include any funds received directly from** the Texas State Library (TSLAC), including competitive grants and ILL reimbursement that were used for library operating expenditures.

**Do not include any E-rate reimbursements.**

5.7 Foundation and Corporate Grant Revenue - Operating Expenditures

\$0
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Include cash grants from private foundations or corporations used for the purpose of library operating costs by the public library.

Specify the sources of those funds. Record the source of funds in the Note box in the online form.

<p>5.8 Other Local Sources of Revenue</p> <p>Report all revenue other than that reported in any of the other revenue categories used for operating costs, such as interest, fines, donations from individuals or Friends groups. Include monetary gifts and donations from individuals.</p> <p><b>Do not</b> include the value of any contributed services or the value of any non-monetary gifts and donations. Sources should be from entities within the library's home county.</p>	\$4,590
<p><b>5.9 Total Revenue Used for Library Operating Expenditures</b></p>	Sum of 5.4 through 5.8 \$234,950
<p><b>Revenue Used for Major Capital Expenditures</b></p>	
<p>Report revenue to be used for major capital expenditures, by source of revenue. Include funds received for (a) site acquisition; (b) new buildings; (c) additions to or renovation of library buildings; (d) furnishings, equipment and initial collections all type for new buildings, building additions; or building renovations; (e) computer hardware and software used to support library operations, to link to networks, or to run information products; (f) new vehicles; and (g) other one-time major projects. Exclude revenue for replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. Do not include revenue passed through to another agency, such as fines, or funds unspent from previous fiscal years.</p> <p><b>Do not report revenue that has already been reported in operating revenue.</b></p>	
<p><b>Local Government Revenue – Capital Expenditures</b></p>	
<p>5.10 City, Cities, or Library District Revenue used for major capital expenditures. Include revenue from other cities, as calculated in 5.19.</p>	\$0
<p>5.11 County or Counties Revenue used for major capital expenditures. Include revenue from other counties, as calculated in 5.19.</p>	\$0
<p>5.12 School District Revenue used for major capital expenditures.</p>	\$0
<p>5.13 State Revenue - Capital Expenditures</p> <p>Record the source of funds in the Notes box All revenue from funds collected by the State and distributed directly to this library for expenditure by the library for operating costs. <b>Include Family Place</b> funds that were used for capital expenditures here.</p> <p><b>Do not include</b> any funds received directly from the Texas State Library (TSLAC), including competitive grant funds or ILL reimbursement.</p>	\$0
<p>5.14 Federal Revenue - Capital Expenditures</p> <p>Record the source of funds in the Note box. Include all federal government funds distributed to public libraries for expenditure by the public libraries, including federal money distributed by the state.</p> <p><b>Include any funds received directly from</b> the Texas State Library (TSLAC), including competitive grants and ILL reimbursement that were used for capital expenditures</p> <p><b>Do not include any E-rate reimbursements.</b></p>	\$0
<p>5.15 Foundation and Corporate Grant Revenue - Capital Expenditures</p> <p>Include cash grants from private foundations or corporations used for the purpose of library major capital costs by the public library, whether or not expended.</p> <p>Specify the sources of those funds. Record the source of funds in the Note box in the online form.</p>	\$0

<b>5.16 Other Local Sources of Revenue - Capital Expenditures</b> Report all revenue other than that reported in any of the other revenue categories used for major capital costs, such as interest, fines, donations from individuals or Friends groups. Include monetary gifts and donations from individuals.	\$0
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<b>5.17 Total Revenue Used for Library Capital Expenditures</b>	Sum of 5.10 through 5.16	\$0
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**Skip** the following section if the library did not receive funds from a city or county outside of the one in which the library is located.

**5.18 Government Revenue Sources Outside Local City or County**  
 If funds were received from government entities outside of the local area, then list the appropriate cities or counties separately and indicate the total of the funds received from each. Make certain these totals are reflected in the local government revenue section, questions 5.1, 5.2, 5.13, 5.14.

City or County Providing Funds (outside home county)	Amount	5.19	Total Amount Received
0			
<b>Total (report in 5.19)</b>			

Include total in 5.1 or 5.2, as appropriate

**SECTION 6: LIBRARY COLLECTION**

This section collects data on selected types of materials. It does not cover all materials for which expenditures are reported in the Collection Expenditures section.

Unless otherwise indicated, report for each item, title, and physical unit the amount held at the end of the fiscal year. Physical units are volumes, items, or pieces. For reporting purposes, a title is a publication that forms a separate bibliographic whole, whether issued in one or several volumes, reels, or disks. The term applies equally to printed materials, such as books and periodicals, as well as audio and video materials. Report only items that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; count only items that have a set circulation period where it is available for their use. Count electronic materials at the administrative entity level; do not duplicate numbers at each branch. Do not count un-catalogued paperbacks.

Most software systems include a method of determining number of titles. Libraries should use whatever method their software provides. If no method is available, an estimate should be made.

<b>¶6.1 Library Catalog</b> An accredited library must have a catalog of its holdings available to the public that is searchable electronically, at a minimum by author, title, and subject. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.83	Yes	No
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**Electronic Material Counts**

For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

- Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired equivalent to purchasing multiple copies of a single title. For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to a single title for 10 simultaneous users, then that item is counted as 10 "units". For smaller libraries, if volume data are not available, the number of titles may be counted.
- Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

**6.7 Electronic Books (Ebooks)**

0

Report all items to which your patrons have access, whether through the library or a consortium. Do not include TexShare holdings.

E-books are digital documents including those digitized by the library, licensed or not, where searchable text is prevalent, and which can be seen in analogy to a printed book monograph. E-books are loaned to users on portable devices e-book readers or by transmitting the contents to the user's personal computer for a limited time.

Include e-books held locally and remote e-books for which permanent or temporary access rights have been acquired. Report the number of electronic units, including duplicates at the administrative entity level; do not duplicate unit counts for each branch..

E-books packaged together as a unit, such as multiple titles on a single e-book reader, and checked out as a unit are counted as one unit. Report the number of units. Report only items that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; county only items that have a set circulation period where it is available for their use. Count electronic materials at the administrative entity level; do not duplicate numbers at each branch.

**6.8 Audio Materials — Downloadable Units**

0

These are downloadable electronic files on which sounds only are stored recorded and that can be reproduced (played back) electronically. Audio-Downloadable Units may be loaned to users on portable devices or by transmitting the contents to the user's personal computer for a limited time. Include Audio-downloadable units held locally and remote Audio-downloadable units for which permanent or temporary access rights have been acquired.

Report all items to which your patrons have access, whether through the library or a consortium

**6.9 Video Materials — Downloadable Units**

0

These are downloadable electronic files on which moving pictures are recorded, with or without sound. Electronic playback reproduces pictures, with or without sound, using a television receiver, computer monitor or video-enabled mobile device. Video-Downloadable Units may be loaned to users on portable devices or by transmitting the contents to the user's personal computer for a limited time. Include Video-Downloadable Units held locally and remote Video-Downloadable Units for which permanent or temporary access rights have been acquired.

Report all items to which your patrons have access, whether through the library or a consortium

**Electronic Collections/Databases**

Report the number of electronic collections. An electronic collection is a collection of electronically stored data or unit records (facts, bibliographic data, abstracts, texts, photographs, music, video, etc.) with a common user interface and software for the retrieval of the data. An electronic collection may be organized, curated and electronically shared by the library, or rights may be provided by a third party vendor. An electronic collection may be funded by the library, or provided through cooperative agreement with other libraries, or through the State Library. Do not include electronic collections that are provided by third parties and freely linked to on the Web.

**Electronic Collections do not have a circulation period** and may be retained by the patron. Remote access to the collection may or may not require authentication. Unit records may or may not be included in the library's catalog; the library may or may not select individual titles. Include electronic collections that are available online or are locally hosted in the library.

**Note: The data or records are usually collected with a particular intent and relate to a defined type.**

Report the number of electronic collections/databases acquired through curation, payment or formal agreement, by source of access.

6.10 Electronic Collections/Databases through Local Licensed 0

Report electronic collections/databases made available through purchase by the library or other local consortium. Do not count TexShare databases.

6.11 TexShare - State Licensed Databases 63

Libraries that were a TexShare member in 2019, and purchased the databases through the TexShare consortium, should report the number of TexShare databases available to their patrons. The number to report for Question 6.11 is 63.

6.12 Electronic Collections/Databases Licensed through Consortium or Other Cooperative Agreements. 0

Report databases obtained through cooperative agreements or consortia within state or region.

**6.13 Total Electronic Collections/Databases** Sum of 6.10, 6.11, 6.12 63

**Collection Totals**

**¶6.14 Number of volumes, items or physical units** Sum of 6.4 ,6.5, 6.6, 6.7, 6.8, 6.9, 6.10 29,308

An accredited library must have one item per capita, with a minimum of 7,500 items. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.81

6.15 Current Print Serial Subscriptions 34

Report both paid subscriptions and gifts. **Do not** report number of individual issues. The total number of subscriptions in the library system, including duplicates, should be reported here. These are print only. Examples are periodicals magazines, newspapers, annuals, some government documents, some reference tools, and numbered monographic series.

**SECTION 7: LOCAL LIBRARY SERVICES**

¶7.0 Long-Range Plan Yes No

Report whether or not the library is operating with a long-range plan in place. The library's governing board shall approve this plan.

An accredited library must have a long-range plan that has been reviewed and updated at least every five years and include a collection development element and a technology element.

Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.83

<b>Service Measures</b>	
<p><b>7.1 Number of Reference Transactions</b></p> <p>Reference Transactions are information consultations in which library staff recommend, interpret, evaluate, and/or use information resources to help others to meet particular information needs.</p> <p>A reference transaction includes information and referral service as well as unscheduled individual instruction and assistance in using information sources including web sites and computer-assisted instruction. Count Readers Advisory questions as reference transactions.</p> <p>Information sources include (a) printed and non-printed material; (b) machine-readable databases including computer-assisted instruction; (c) the library's own catalogs and other holdings records; (d) other libraries and institutions through communication or referral; and (e) persons both inside and outside the library.</p> <p>When a staff member uses information gained from previous use of information sources to answer a question, report as a reference transaction even if the source is not consulted again.</p> <p>If a contact includes both reference and directional services, it should be reported as one reference transaction. Duration should not be an element in determining whether a transaction is a reference transaction.</p> <p>It is essential that libraries <b>do not</b> include <u>directional</u> transactions in the report of reference transactions. Directional transactions include giving instruction for locating staff, library users, or physical features within the library.</p> <p>Examples of <u>directional</u> transactions include:</p> <ul style="list-style-type: none"> <li>• Where is the reference librarian?</li> <li>• Where is Susan Smith?</li> <li>• Where is the restroom?</li> <li>• Where are the 600's?</li> <li>• Can you help me make a photocopy?</li> </ul> <p>If an annual count of reference transactions is unavailable, count reference transactions during a typical week or weeks, in which the library is open its regular hours, and multiply the count to represent an annual estimate. If the sample is done four times a year, multiply totals by 13; if done twice a year, multiply by 26; if done annually, multiply by 52. A "typical week" is a time that is neither unusually busy nor unusually slow. Avoid holiday times, vacation periods for key staff, or days when unusual events are taking place in the community or in the library.</p>	<p style="border: 1px solid black; padding: 2px;">8,560</p>
<p><b>7.2 Library Visits</b></p> <p>Frequently referred to as the gate count, this is the number of persons entering the library for any purpose during the year.</p>	<p style="border: 1px solid black; padding: 2px;">38,812</p>
<p><b>7.3 Registered Users</b></p> <p>A registered user is a library user who has applied for and received an identification number or card from the public library that has established conditions under which the user may borrow library materials and gain access to other library resources. Files should have been purged within the past three 3 years.</p>	<p style="border: 1px solid black; padding: 2px;">1,400</p>
<p><b>7.4 Circulation of Children's Materials — Physical formats</b></p> <p>Report the total annual circulation, including renewals, of all library materials in physical formats marked as children's, whether borrowed by a juvenile, young adult, or adult. This is the act of lending for use outside the library. This includes charging out checking out and renewals, each of which is reported as a circulation transaction. This includes books, physical audiobooks, physical videos (VHS or DVD), and other physical materials.</p> <p>The National Center for Education Statistics NCES: Children and Young Adults Defined [<i>Services and Resources for Children and Young Adults in Public Libraries</i>, August 1995, NCES 95357] defines children as persons age 11 and under.</p> <p>Interlibrary loan transactions included are only items borrowed for users. Do not include items checked out to another library. <b>Do not</b> include <u>digital</u> formats.</p>	<p style="border: 1px solid black; padding: 2px;">3,600</p>

<p><b>7.5 Circulation of Children's Materials — Digital Formats</b></p> <p>Report the total annual circulation/downloads including renewals of all downloadable electronic materials, marked as children's, whether borrowed by a juvenile, young adult, or adult, including renewals. Electronic Materials are materials that are distributed digitally and can be accessed via a computer, the Internet, or a portable device such as an e-book reader. Types of electronic materials include e-books and downloadable electronic video and audio files. Electronic materials packaged together as a unit and checked out as a unit are counted as one unit. Include circulation only for items that require a user authentication, and have a limited period of use.</p>	<p>Downloadable Materials</p>	<p>0</p>
<p><b>7.6 Circulation Other than Children's — Physical formats</b></p> <p>Report the total annual circulation, including renewals, of all library materials in physical formats, excluding those marked as children's, whether borrowed by a juvenile, young adult, or adult. This is the act of lending for use outside the library. This includes charging out checking out and renewals, each of which is reported as a circulation transaction. This includes books, physical audiobooks, physical videos (VHS or DVD), and other physical materials. Interlibrary loan transactions included are only items borrowed for users. Do not include items checked out to another library.</p> <p><b>Do not include</b> digital formats.</p>	<p>5,600</p>	
<p><b>7.7 Circulation Other than Children's — Digital Formats</b></p> <p>Report the total annual circulation/downloads including renewals of all downloadable electronic materials, excluding those marked as children's. Electronic Materials are materials that are distributed digitally and can be accessed via a computer, the Internet, or a portable device such as an e-book reader. Types of electronic materials include e-books and downloadable electronic video and audio files. Electronic Materials packaged together as a unit and checked out as a unit are counted as one unit. Include circulation only for items that require a user authentication, and have a limited period of use.</p> <p><b>Do not include</b> Children's Digital Circulation, reported in question 7.3.</p>	<p>Downloadable Materials</p>	<p>0</p>
<p><b>7.8 Total Circulation</b></p>	<p>Sum of 7.4, 7.5, 7.6, 7.7</p>	<p>9,200</p>
<p><b>7.9 Successful Retrieval of Electronic Information</b></p> <p>Report the number of full-content units or descriptive records examined, downloaded, or otherwise supplied to user, from online library resources that require user authentication but do not have a circulation period.</p> <p><b>Do not include the usage from TexShare databases.</b> Report usage from locally-licensed electronic collections, or collections/databases acquired through local consortial agreements.</p> <p>Examining documents is defined as having the full text of a digital document or electronic resource downloaded or fully displayed. Some electronic services do not require downloading as simply viewing documents is normally sufficient for user needs. Include use both inside and outside the library. Do not include use of the website or online catalog (OPAC).</p>	<p>312</p>	

**Programs and Program Attendance**

**Children’s Programs and Attendance**

7.10 Number of programs

40

7.11

Total in Attendance

Count both adults and children at these programs

840

The National Center for Education Statistics NCES: Children and Young Adults Defined [*Services and Resources for Children and Young Adults in Public Libraries*, August 1995, NCES 95357] defines children as persons age 11 and under.

A children’s program is any planned event for which the primary audience is children and which introduces the group of children attending to any of the broad range of library services or activities for children or which directly provides information to participants. Children’s programs may cover use of the library, library services, or library tours. Children’s programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include story hours and summer reading events.

Report all children’s programs, whether held on- or off-site that are sponsored or co-sponsored by the library. **Do not** include children’s programs sponsored by other groups that use the library facilities. If children’s programs are offered as a series, count each program in the series. *Example:* a story hour offered once a week, 48 weeks a year should be counted as 48 programs.

Exclude library activities for children delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, homework assistance, and mentoring activities.

**Young Adult Programs and Attendance**

7.12 Number of programs

0

7.13

Total in Attendance

Count both adults and children at these programs

0

The Young Adult Services Association (YALSA) defines young adults as ages 12 through 18.

A young adult program is any planned event for which the primary audience is young adult and which introduces the group of young adults attending to any of the broad range of library services or activities for young adults or which directly provides information to participants. Young adult programs may cover use of the library, library services, or library tours. Young adult programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include book clubs and summer reading events.

Report all young adult programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Do not include young adult programs sponsored by other groups that use the library facilities.

If young adult programs are offered as a series, count each program in the series. *Example:* a book club offered every two weeks, 24 weeks a year, should be counted as 24 programs.

Exclude library activities for young adults delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, homework assistance, and mentoring activities.

<b>Adult Programs and Attendance</b>			
7.14 Number of programs	3	7.15 Total in Attendance Count both adults and children at these programs	24
<p>Report the number of planned events whose primary audience is adults, ages 19 and older, which introduces the group to any of the broad range of library services or activities for adults or which directly provides information to participants. Adult programs may cover use of the library, library services, or library tours. Adult programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples include book clubs and resume writing workshops.</p> <p>Report all adult programs, whether held on- or off-site that are sponsored or co-sponsored by the library. <b>Do not</b> include adult programs sponsored by other groups that use the library facilities. If adult programs are offered as a series, count each program in the series. <i>Example:</i> a computer skills class offered once a week for 10 weeks should be counted as 10 programs. Exclude library activities for adults delivered on a one-to-one basis, rather than to a group, such as one-to-one resume assistance and services to homebound.</p>			

<b>Program and Program Attendance Totals</b>			
7.16 Total Number of Library Programs	43	7.17 Total Attendance at Library Programs Count both adults and children at these programs	864
Sum of 7.10, 7.12, 7.14		Sum of 7.11, 7.13, 7.15	

### **SECTION 8: LIBRARY STAFFING AND SALARIES**

Include all positions funded in the library's budget whether those positions are filled or not. Report figures as of the last day of the fiscal year. Report all hours worked for each employee type and report as total hours worked per week.

Report number of hours worked per week, not the number of employees.

8.1 Professional (MLS) Librarians - Weekly Hours Worked	0.00
<p>Persons reported under this category usually do work that requires professional training and skill in the theoretical or scientific aspect of library work, or both, as distinct from its mechanical or clerical aspect. The educational requirement is a Master's degree from a library education program accredited by the American Library Association (ALA). An accredited library with a population assignment greater than 25,000, must have professional librarians on staff. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.81</p> <p>Report total number of hours all MLS librarians work per week, not as number of persons. Use the employees' normal work schedule to calculate this. <i>Example:</i> 2 MLS librarians each work 40 hours per week. Report 80 hours (40 x 2).</p>	
8.2 Other (Non-MLS) Librarians - Weekly Hours Worked	45.20
<p>Persons reported under this category do paid work that usually requires some professional training and skill in library work that might include mechanical or clerical aspects.</p> <p>Report total number of hours all librarians work per week, not as number of persons. Use the employees' normal work schedule to calculate. <i>Example:</i> 2 librarians each work 30 hours per week. Report 60 hours (30 x 2).</p>	
8.3 All Other Library Staff - Weekly Hours Worked	70.00
<p>Includes all other persons paid by the library budget including plant operation, security, and maintenance staff.</p> <p>Report total number of hours all other paid staff work per week, not as number of persons. Use the employees' normal work schedule to calculate. <i>Example:</i> 3 paid part-time employees: 1 works 10 hours/week, 1 works 20 hours/week, one works 25 hours/week. Report 55 hours (10+20+25).</p>	

<b>8.4 All Library Staff - Total Weekly Hours Worked</b>	Sum of 8.1, 8.2, 8.3	115.20
<b>8.5 Volunteer Hours – Annual Total</b>		2,011
<p>How many hours did volunteers work in this library last year? Indicate the total number of hours that were worked in the library by persons who were <u>not</u> on the library's payroll. Include volunteers, community service persons and those paid from non-library programs, such as Green Thumb.</p>		
<b>8.6 Head Librarian's Annual Rate Of Salary</b>		\$49,943
<p>Report the annual rate of pay for the Head Librarian/Library Director at the end of the library's fiscal year. Include merit, longevity, and other payments made directly to the individual. If the position is vacant, report the annual salary that will be paid when someone is hired.</p>		
<b>8.7 Head Librarian's Hours Worked per Week</b>		45.00
<p>How many hours per week is the Head Librarian/Library Director currently employed in library duties?</p> <p>An accredited library must have a director work a minimum number of hours required, based on the assigned service population. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.81</p>		
<b>8.8 Director Obtained 10 Units of Continuing Education (CEU)</b>	<b>Yes</b>	<b>No</b>
<p>Directors/Head Librarian of an accredited library must obtain 10 hours of continuing education credits annually to maintain the library's accreditation.</p> <p>Continuing education activities that meet qualitative standards for which the applicant can supply documentation of participation, duration, and relevance to the operation of a library. These activities must be instructional and may include workshops, appropriate sessions at library association conference, and distance education meetings.</p>		
<b>8.9 Photocopier Available for Staff</b>	<b>Yes</b>	<b>No</b>
<p>An accredited library must have a photocopier available for use by staff. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.83</p>		
<b>8.10 Internet Computer Available for Staff</b>	<b>Yes</b>	<b>No</b>
<p>An accredited library must have a computer with internet access available for use by staff. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.83</p>		
<b>SECTION 9: RESOURCE SHARING</b>		
<b>Interlibrary Loans</b>		
<p>An item of library material, or a copy of the material, is made available by one autonomous library to another upon request. The libraries involved in interlibrary loan are not under the same library administration.</p>		
<b>9.1 Does the library have the statewide interlibrary loan service available to patrons?</b>	<b>Yes</b>	<b>No</b>
<p>An accredited library must offer to borrow and lend materials via the statewide interlibrary loan resource sharing service for persons residing in the library's designated service area. The library governing board may adopt policies regarding materials available for loan and the length of the loan, the good standing of the borrower, and other relevant issues; these policies must be available for the public. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.83</p>		
<b>9.2 Interlibrary Loans Received from Other Libraries (Borrows)</b>		0
<p>These are library materials, or copies of the materials, received by one autonomous library from another upon request. The libraries involved in interlibrary loans are not under the same library administration. Please report number of loans actually received, even if that number is zero. Exclude informational requests.</p>		



<b>9.3 Interlibrary Loans Provided to Other Libraries (Lends)</b>	0
<p>These are library materials, or copies of the materials, provided by one autonomous library to another upon request. The libraries involved in interlibrary loans are not under the same library administration. Please report number of loans actually loaned, even if that number is zero. Exclude informational requests.</p>	
<b>9.4 What automation/integrated library system (ILS) is currently used?</b>	Koha
Biblionix Apollo Book Systems (Atrium, Concourse) Evergreen Follett (Destiny, Circulation Plus, Athena, Winnebago) Innovative Interfaces Inc (Millennium, Polaris, Sierra)	Koha SirsiDynix (Symphony/Unicorn, Horizon) TLC Library Solution
Other:	

**SECTION 10: INTERNET AND ELECTRONIC SERVICES**

<b>10.1 Public Internet Access Computer with Printer/Copier</b>	Yes	No
<p>An accredited library must have a computer with internet access and printing/copying capability for patron use. Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C, Rule §1.83</p>		

<b>10.2 Number of Public Internet Access Computer Terminals</b>	7
<p>Report the number of Internet computers personal computers (PC's) and laptops, whether purchased, leased</p>	

<b>10.3 Annual Uses of Public Internet Computer</b>	6,400
<p>Report the total number of uses (sessions) of the library's Internet computers in the library during the last year. If the computer is used for multiple purposes — Internet access, word-processing, OPAC, etc. — and Internet uses (sessions) The number of uses sessions may be counted manually, using registration logs. Count each use session for public internet computers, regardless of the amount of time spent on the computer. A use (session) on the library's public Internet computers three times a week would count as three uses (sessions).</p> <p>Software can also be used to track the number of uses (sessions) at each public Internet computer. If the data is collected as a weekly figure, multiply that figure by 52 for an annual estimate.</p>	

<b>10.4 Annual Wi-Fi Sessions</b>	800	C	lot	N	-Fi
<p>Report the total number of sessions in a year of the library's wireless Internet access Wi-Fi by users. A wireless connection allows users to make a connection to the library's Internet using a personal laptop, tablet, or smart phone. A typical week or other reliable estimate may be used to determine the annual amount. Information is generally obtained from router software. If uncertain where to find it, contact LDN staff at accreditation@tsl.texas.gov. Do not include use of library equipment in this count. If this data is not being collected, please report "0."</p>					

<b>10.5 Annual Website Visits</b>	1,011	Data Not Collected	No Website
<p>Visits represent the annual number of sessions initiated by all users from inside or outside the library to the library website. The library website consists of all webpages under the library's domain. A website "visit" or "session" occurs when a user connects to the library's website for any length of time or purpose, regardless of the number of pages or elements viewed. Usage of library social media accounts (e.g., Facebook, Twitter, etc.) should not be reported here A typical week or other reliable estimate may be used to determine the annual amount.</p> <p>This information is generally obtained through specialized software or apps such as Google Analytics. If uncertain how to obtain it, contact LDN staff at accreditation@tsl.texas.gov.</p>			

<b>SECTION 11: LIBRARY HOURS</b>	
<p>11.1 Annual Public Service Hours for Central Library</p> <p>This is the hours the library was available to your patrons last year at the Central or Main Library facility. Report every hour that the facility was open to the public during all of last year.</p> <p>This total should be reduced for any hours that the facility was closed to the public (e.g., holidays, weather emergencies, natural disasters, staff development days, construction, repairs, etc.). Branch hours open per year will be reported in each branch sub-report.</p>	2,280
<p>11.2 Annual Public Service Weeks for Central Library</p> <p>This is the number of weeks open for public service at the Central/Main Library facility. The count should be based on number of weeks open for half or more of the library's scheduled service hours. Extensive weeks closed to the public due to natural disasters or other events should be excluded from the count. Round to the nearest whole number of weeks. If the library was open half or more of its scheduled hours in a given week, round up to the next week. If the library was open less than half of its scheduled hours, round down.</p> <p>Do not calculate based on total number of service hours per year: do not divide total hours by 52 weeks.</p>	52
<p>⌘11.3 Weekly Service Hours All Facilities Available</p> <p>Report the number of unduplicated hours the library and its branches are open to the public during a regular scheduled week. If the library has no branches, the answer will be the same as the amount reported in question 11.4, Weekly Libraries with branches should report the total number of unduplicated hours per week the libraries are open. For assistance or clarification, contact LDN staff, or use the <b>Weekly Total Hours Calculator</b>, below.</p>	75
11.4 Weekly Hours Central Library Open - Regular Schedule	45
11.5 Weekly Hours Central Library Open - Summer Schedule	45

**SECTION 12: LIBRARY INFORMATION – Branch and/or Bookmobile**

12.1 Check one:  Branch  Bookmobile

This section requests information for contacting the library branch or bookmobile and its staff. By entering this information, you understand that this will be published and become public information. The information you submit on this form is Public Information (<https://www.tsl.texas.gov/agency/customer/pia.html>). In addition, the information being entered may be subject to interception via common Internet tools. Business email addresses are not considered confidential under the Texas Public Information Act. **To help ensure your privacy, always enter your business email address rather than your personal email address when such an address is requested.**

Please read our Web Policies and Disclaimers (<https://www.tsl.texas.gov/landing/webpolicies.html>).

12.2 Library Name					
12.3 Mailing Address - Street		12.4 Mail City	12.5 Mail Zip 12.6 (Zip)+4		
12.7 Physical/Shipping address - Street		12.8 City	12.9 Zip 12.10 (Zip)+4		
12.11 Phone number	12.12 Telefax	12.13 Library General Email Address			
12.14 Library Director/Head Librarian First Name		12.15 Library Director/Head Librarian Last Name			
12.16 Square Footage of the Branch Library <input type="text"/> square feet This is the area on all floors enclosed by the outer walls of the library. Include all areas occupied by the library, including those areas off-limits to the public. Include areas shared with another agency or agencies if the library has use of that area.					
12.17 Established Schedule			<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Yes</td> <td style="padding: 2px;">No</td> </tr> </table>	Yes	No
Yes	No				
12.18 Annual Total of Public Service Hours - Branch or Bookmobile <input type="text"/> Report every hour that the facility is open to the public during all of last year. Branch hours open per year will be reported in each branch sub-report. This is the number of hours open for public service at the branch or bookmobile. For each bookmobile, count only the hours the bookmobile is open for service to the public. Extensive hours closed to the public due to natural disasters or other events should be excluded from the count.					
12.19 Annual Total of Public Service Weeks - Branch or Bookmobile <input type="text"/> This is the number of weeks open for public service. The count should be based on number of weeks open for half or more of its scheduled service hours. Extensive weeks closed to the public due to natural disasters or other events should be excluded from the count. Round to the nearest whole number of weeks. If the branch or bookmobile was open half or more of its scheduled hours in a given week, round up to the next week. If the branch or bookmobile was open less than half of its scheduled hours, round down. Do not calculate based on total number of service hours per year: do not divide total hours by 52 weeks.					

Annotations

#### Total Operating Expenditures

Increased annual budget, raise for employees plus added health benefits . Aso new computers were added to the library as well as Overdrive e book service--2020-02-28

#### Local Government Operating Expenditures

Increase in annual library budget, increase in librarian salaries, added health insurance pluse added overdrive e book service--2020-02-28

Increased library staff salaries, increase annual library budge, added health care benefits--2020-02-28

#### State Government: Operating Revenue

Winkler County did not have any capital expenditures--2020-02-28

#### Federal Government: Operating Revenue

Our library does not operate on federal Government money--2020-02-28

#### Total Capital Revenue

No items were budgeted for capital expenditures.--2020-02-28

#### Children's Circulation - Physical formats

number of books increased due to more home school children use the library The families are temporary residents.--2020-02-28

Our population increased with many temporary families joining our library which many are home schooled. Increased our book checkouts--2020-02-28

#### Children's Circulation - Digital formats (Downloadable)

We do not have children books in digital formats--2020-02-28

#### Young Adult Program Attendance

Our library did not have young adult programs last year--2020-02-28

#### Adult programs provided by the library

we added a ESL class last year--2020-02-28

We added ESL classes last year--2020-02-28

#### Annual Public Service Hours for Central Library

Library hours did not change last year.--2020-02-28

Our library hours did not change last year--2020-02-28

#### Weekly Service Hours All Facilities Available (Unduplicated, if branches)

Main Library is open 45 Hours a week

Branch Library is open 30 hours a week--2020-02-28

## **DEADLINE FOR REPORT AND APPLICATION SUBMISSION**

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Texas Administrative Code, Title 13, Chapter 1, Rule §1.85 - Annual Report.

*A public library shall file a current and complete annual report with the Texas State Library and Archives Commission by April 30. Revisions to the annual report which would affect membership status for the next fiscal year will not be accepted after July 31. Staff vacancies that occur after the report is filed shall not adversely affect applications for system membership in the next fiscal year. Staff vacancies that occur prior to filing the report which affect system membership must be filled and reported prior to July 31. Willful falsification of annual reports shall cause the library to be disqualified for one year in the first instance and disqualified for three years in the second instance.*

To be considered for accreditation, the library must submit the annual report no later than April 30 and complete the Accreditation in State Library System Application.

Once signed, the application should be forwarded to Library Accreditation in the Library Development & Networking Division (LDN).

Where to find a blank copy of the Application:

- \* Included in this document.
- \* Texas State Library website Public Library Annual Report page: <https://www.tsl.texas.gov/ldn/annualreport>.
- \* Texas LibPAS Home tab: <https://tx.countingopinions.com/>.

Scan and email or fax the application. Documents are saved electronically, so no original copy is needed.

Email the application to [accreditation@tsl.texas.gov](mailto:accreditation@tsl.texas.gov);

or Fax the application to 512-936-2306, Attention: Accreditation.

**QUESTIONS:** If you have any questions about this survey, please contact Texas Public Library Accreditation staff at [accreditation@tsl.texas.gov](mailto:accreditation@tsl.texas.gov) or call 512-463-5465, toll free in Texas 1-800-252-9386.



# ACCREDITATION IN STATE LIBRARY SYSTEM

## APPLICATION

Local Fiscal Year 2019

This form must be completed by public libraries applying for accreditation in the State Library System and submitted on or before April 30, 2020.

LIBRARY NAME Winkler County Library CITY Kermit

### Certification

The below signed certify, to the best of their ability, that the information contained in the library's annual report is complete and accurate for local fiscal year 2019.

All applicable signatures are necessary, based on library's legal establishment.

SIGNATURE of \_\_\_\_\_  
(Check one)  Mayor  County Judge  
 City Manager  School Superintendent  
 District Board Chair  
*Signatures of city secretaries or county clerks, will not be accepted.*

Printed Name \_\_\_\_\_

Laurie Shropshire  
SIGNATURE of Head Librarian/Library Director

Laurie Shropshire  
Printed Name

RECEIVED  
MAR 20 2020  
AUDITOR'S OFFICE

\_\_\_\_\_  
SIGNATURE of Library Board Chair

\_\_\_\_\_  
Printed Name

**PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT**

**State of Texas  
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Charles M. Wolf**, County Judge, and **Flintlock Pipeline, LLC**, Applicant, which makes this a contract governing the installation of an 8" steel crude pipeline, and in consideration of the \$500.00 application fee, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

1. The parties to this Agreement are **Winkler County, Texas and Flintlock Pipeline, LLC**: Winkler County agrees to grant **Flintlock Pipeline, LLC** at their expense, the right to construct a road crossing for an 8" steel pipeline for the transmission of crude oil) at County Road 208, whose location is more particularly shown in that certain Crossing Profile attached hereto.

**2. CONDITIONS**

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
- c. Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.
- d. The bore shall be no less than twenty feet (20') from the road on each side.
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- o. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.



- p. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
- q. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- r. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- t. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- u. The costs associated with the location and identification of **Flintlock Pipeline, LLC's** pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- v. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

### **3. REMEDY ON DEFAULT**

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

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

### **4. FURTHER WORK**

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

**5. LIABILITY AND INDEMNITY**

Applicant shall

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

**6. ASSIGNMENT**

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

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
8. **Flintlock Pipeline, LLC** hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
9. **Flintlock Pipeline, LLC** hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, **Flintlock Pipeline, LLC** agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.
11. Should **Flintlock Pipeline, LLC** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **Flintlock Pipeline, LLC** agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. **Flintlock Pipeline, LLC** is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.
12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

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

WINKLER COUNTY

By \_\_\_\_\_  
Charles M. Wolf  
Winkler County Judge

Flintlock Pipeline, LLC

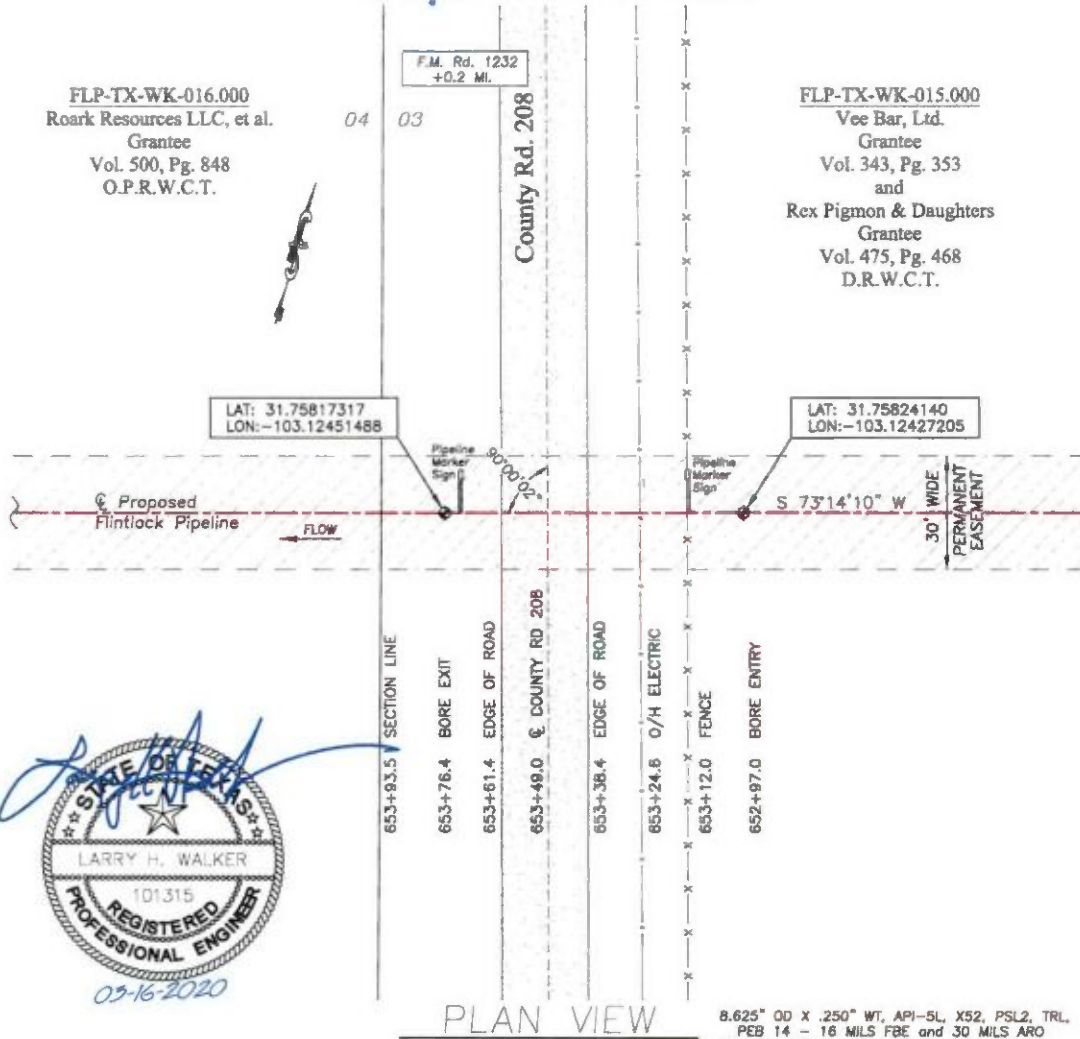
By Mark A. DeVrient  
Printed Name Mark DeVrient  
Title Right of Way Agent  
Address 601 N. Marienfeld, Ste. 310  
Midland, TX 79701  
Telephone 318-458-6919  
Cellular Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

SECTION 03, BLOCK B12, P. S. L. SURVEY  
WINKLER COUNTY, TEXAS

W.O. No: 2020-0025

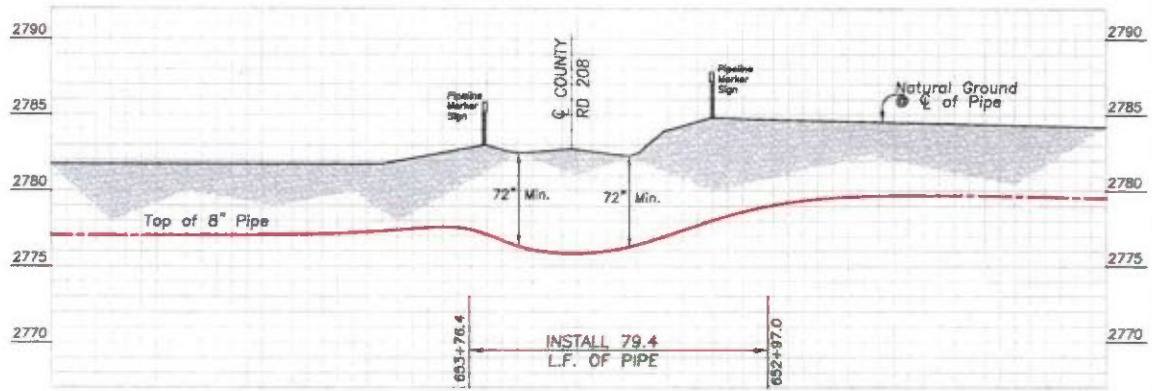
FLP-TX-WK-016.000  
Roark Resources LLC, et al.  
Grantee  
Vol. 500, Pg. 848  
O.P.R.W.C.T.

FLP-TX-WK-015.000  
Vee Bar, Ltd.  
Grantee  
Vol. 343, Pg. 353  
and  
Rex Pigmon & Daughters  
Grantee  
Vol. 475, Pg. 468  
D.R.W.C.T.



PLAN VIEW  
1" = 40'

8.625" OD X .250" WT, API-5L, X52, PSL2, TRL  
PEB 14 - 16 MILS FBE and 30 MILS ARO  
MAXIMUM OPERATING PRESSURE: 740 PSIG  
BORE TYPE: CONVENTIONAL/SLICK  
CATHODIC PROTECTION: IMPRESSED CURRENT  
MINIMUM DEPTH @ CL ROAD - 8 FEET  
MINIMUM DEPTH @ DITCH - 6 FEET



PROFILE VIEW  
Scale: Horiz. 1"=40'  
Vert. 1"=10'

NO.	Survey Date: February 12, 2020	BY	DRAWN	CHKD	APP'D
		GEP	03/04/20		

**Flintlock Pipeline, LLC**

PLAN AND PROFILE FOR A CRUDE OIL PIPELINE  
CROSSING COUNTY ROAD 208  
LOCATED IN WINKLER COUNTY, TEXAS

**WEST COMPANY**  
ENGINEERING FIRM No. F-2104  
REGISTRATION FIRM 100682-00  
110 N. LOUISIANA, STE. 110  
MIDLAND TEXAS, 79701  
of MIDLAND, L.L.C. (432) 687-0880 - (432) 687-0888 FAX

- NOTES:
- 1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE GRID VALUES.
  - 2) OWNERSHIP PROVIDED BY CLIENT'S AGENT.
  - 3) CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, SIZE, & DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
  - 4) PIPELINE CROSSING TO BE DESIGNED AND INSTALLED IN ACCORDANCE WITH 49 CFR PART 195 - TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.
  - 5) PIPELINE TO BE CATHODICALLY PROTECTED. CATHODIC TEST STATIONS & WARNING SIGNS SHOWN AT ROAD CROSSINGS SHOULD BE INSTALLED AT ROAD RIGHT-OF-WAY, PREFERABLY IN R.O.W. FENCE LINE OR AS DIRECTED BY COMPANY REPRESENTATIVE.
  - 6) PIPELINE SPECIFICATIONS AND BARLOW CALCULATIONS PROVIDED BY CLIENT.
  - 7) PIPE DESIGN AND PIPE CASING SPECIFICATIONS ARE NOT DESIGNED BY WEST COMPANY.
  - 8) MOP TO BE LESS THAN ALLOWABLE PIPE DESIGN PRESSURE.

**PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT**

State of Texas  
County of Winkler

Comes now Winkler County Commissioners' Court, by and through **The Honorable Charles M. Wolf**, County Judge, and **Flintlock Pipeline, LLC**, Applicant, which makes this a contract governing the installation of an 8" steel crude pipeline, and in consideration of the \$500.00 application fee, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

1. The parties to this Agreement are **Winkler County, Texas** and **Flintlock Pipeline, LLC**. Winkler County agrees to grant **Flintlock Pipeline, LLC** at their expense, the right to construct a road crossing for an 8" steel pipeline for the transmission of crude oil) at County Road 209, whose location is more particularly shown in that certain Crossing Profile attached hereto.

**2. CONDITIONS**

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
- c. Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.
- d. The bore shall be no less than twenty feet (20') from the road on each side.
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- o. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.

- p. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
- q. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- r. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- t. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- u. The costs associated with the location and identification of **Flintlock Pipeline, LLC's** pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- v. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

### **3. REMEDY ON DEFAULT**

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

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

### **4. FURTHER WORK**

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

**5. LIABILITY AND INDEMNITY**

Applicant shall

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

**6. ASSIGNMENT**

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

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
8. **Flintlock Pipeline, LLC** hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
9. **Flintlock Pipeline, LLC** hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, **Flintlock Pipeline, LLC** agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.
11. Should **Flintlock Pipeline, LLC** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **Flintlock Pipeline, LLC** agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. **Flintlock Pipeline, LLC** is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.
12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

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

**WINKLER COUNTY**

By \_\_\_\_\_  
Charles M. Wolf  
Winkler County Judge

**Flintlock Pipeline, LLC**

By Mark A. DeVrient  
Printed Name Mark DeVrient  
Title Right-of-Way Agent  
Address 601 N. Marienfeld, Ste. 310  
Midland, TX 79701  
Telephone 318-458-6919  
Cellular Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

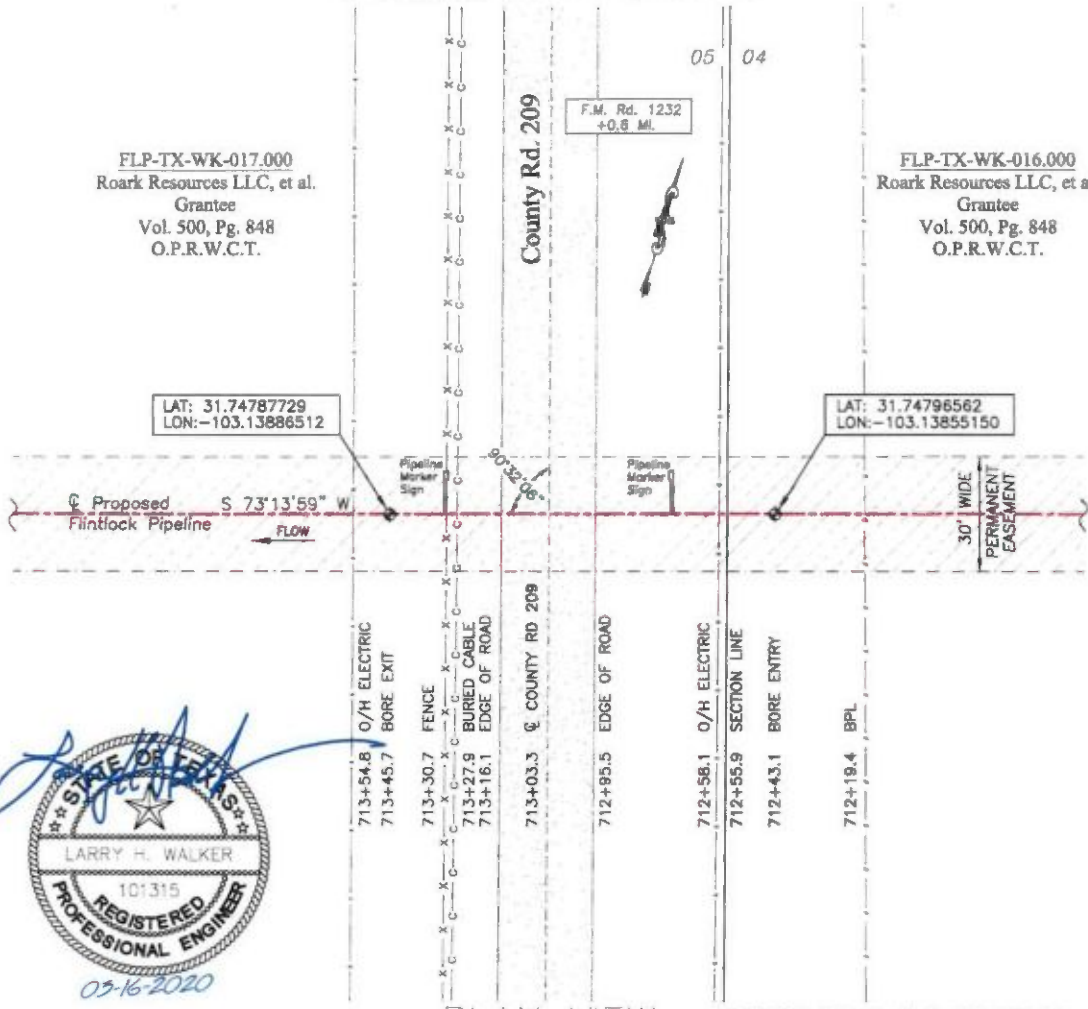


# SECTIONS 04 and 05, BLOCK B12, P. S. L. SURVEY WINKLER COUNTY, TEXAS

W.O. No: 2020-0025

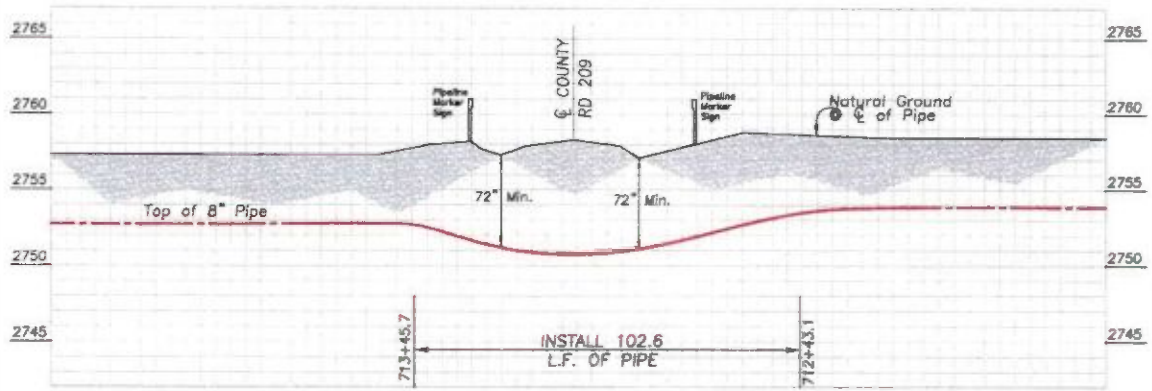
FLP-TX-WK-017.000  
Roark Resources LLC, et al.  
Grantee  
Vol. 500, Pg. 848  
O.P.R.W.C.T.

FLP-TX-WK-016.000  
Roark Resources LLC, et al.  
Grantee  
Vol. 500, Pg. 848  
O.P.R.W.C.T.



PLAN VIEW  
1" = 40'

8.625" OD X .250" WT, API-5L, X52, PSL2, TRL,  
PEB 14 - 16 MILS FBE and 30 MILS ARO  
MAXIMUM OPERATING PRESSURE: 740 PSIG  
BORE TYPE: CONVENTIONAL/SLICK  
CATHODIC PROTECTION: IMPRESSED CURRENT  
MINIMUM DEPTH @ CL ROAD - 6 FEET  
MINIMUM DEPTH @ DITCH - 6 FEET



PROFILE VIEW  
Scale: Horiz. 1"=40'  
Vert. 1"=10'

NO.	Survey Date: February 12, 2020	By	DRAWN	CHKD	APP'D
		GEP	03/04/20		

<p style="text-align: center; font-weight: bold; font-size: 1.2em;">Flintlock Pipeline, LLC</p> <p style="text-align: center; font-size: 0.8em;">PLAN AND PROFILE FOR A CRUDE OIL PIPELINE CROSSING COUNTY ROAD 209 LOCATED IN WINKLER COUNTY, TEXAS</p> <p style="font-size: 0.7em; margin-top: 10px;"><b>WEST COMPANY</b> ENGINEERING FIRM No. F-2184 REGISTRATION FIRM 100882-00 110 W. LOUISIANA, STE. 110 MIDLAND, TEXAS, 79701 of MIDLAND, LLC. (432) 887-0885 - (432) 887-0888 FAX</p>	<p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. DISTANCES ARE GRID VALUES.</li> <li>2) OWNERSHIP PROVIDED BY CLIENT'S AGENT.</li> <li>3) CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, SIZE, &amp; DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.</li> <li>4) PIPELINE CROSSING TO BE DESIGNED AND INSTALLED IN ACCORDANCE WITH 49 CFR PART 195 - TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.</li> <li>5) PIPELINE TO BE CATHODICALLY PROTECTED. CATHODIC TEST STATIONS &amp; WARNING SIGNS SHOWN AT ROAD CROSSINGS SHOULD BE INSTALLED AT ROAD RIGHT-OF-WAY, PREFERABLY IN R.O.W. FENCE LINE OR AS DIRECTED BY COMPANY REPRESENTATIVE.</li> <li>6) PIPELINE SPECIFICATIONS AND BARLOW CALCULATIONS PROVIDED BY CLIENT.</li> <li>7) PIPE DESIGN AND PIPE CASING SPECIFICATIONS ARE NOT DESIGNED BY WEST COMPANY.</li> <li>8) MOP TO BE LESS THAN ALLOWABLE PIPE DESIGN PRESSURE.</li> </ol>
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**PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT**

**State of Texas  
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Charles M. Wolf**, County Judge, and **Flintlock Pipeline, LLC**, Applicant, which makes this a contract governing the installation of an 8" steel crude pipeline, and in consideration of the \$500.00 application fee, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

1. The parties to this Agreement are **Winkler County, Texas** and **Flintlock Pipeline, LLC**. Winkler County agrees to grant **Flintlock Pipeline, LLC** at their expense, the right to construct a road crossing for an 8" steel pipeline for the transmission of crude oil) at County Road 402, whose location is more particularly shown in that certain Crossing Profile attached hereto.

**2. CONDITIONS**

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
- c. Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.
- d. The bore shall be no less than twenty feet (20') from the road on each side.
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. **Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.**
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- o. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.

- p. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
- q. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- r. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- t. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- u. The costs associated with the location and identification of **Flintlock Pipeline, LLC's** pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- v. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

### **3. REMEDY ON DEFAULT**

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

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

### **4. FURTHER WORK**

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

**5. LIABILITY AND INDEMNITY**

Applicant shall

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

**6. ASSIGNMENT**

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

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
8. **Flintlock Pipeline, LLC** hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
9. **Flintlock Pipeline, LLC** hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, **Flintlock Pipeline, LLC** agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.
11. Should **Flintlock Pipeline, LLC** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **Flintlock Pipeline, LLC** agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. **Flintlock Pipeline, LLC** is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.
12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

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

WINKLER COUNTY

By \_\_\_\_\_  
Charles M. Wolf  
Winkler County Judge

Flintlock Pipeline, LLC

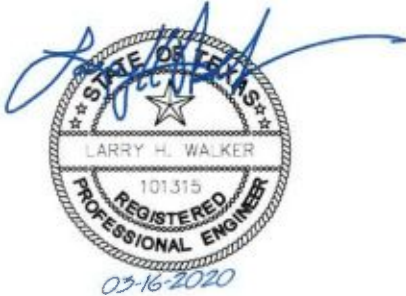
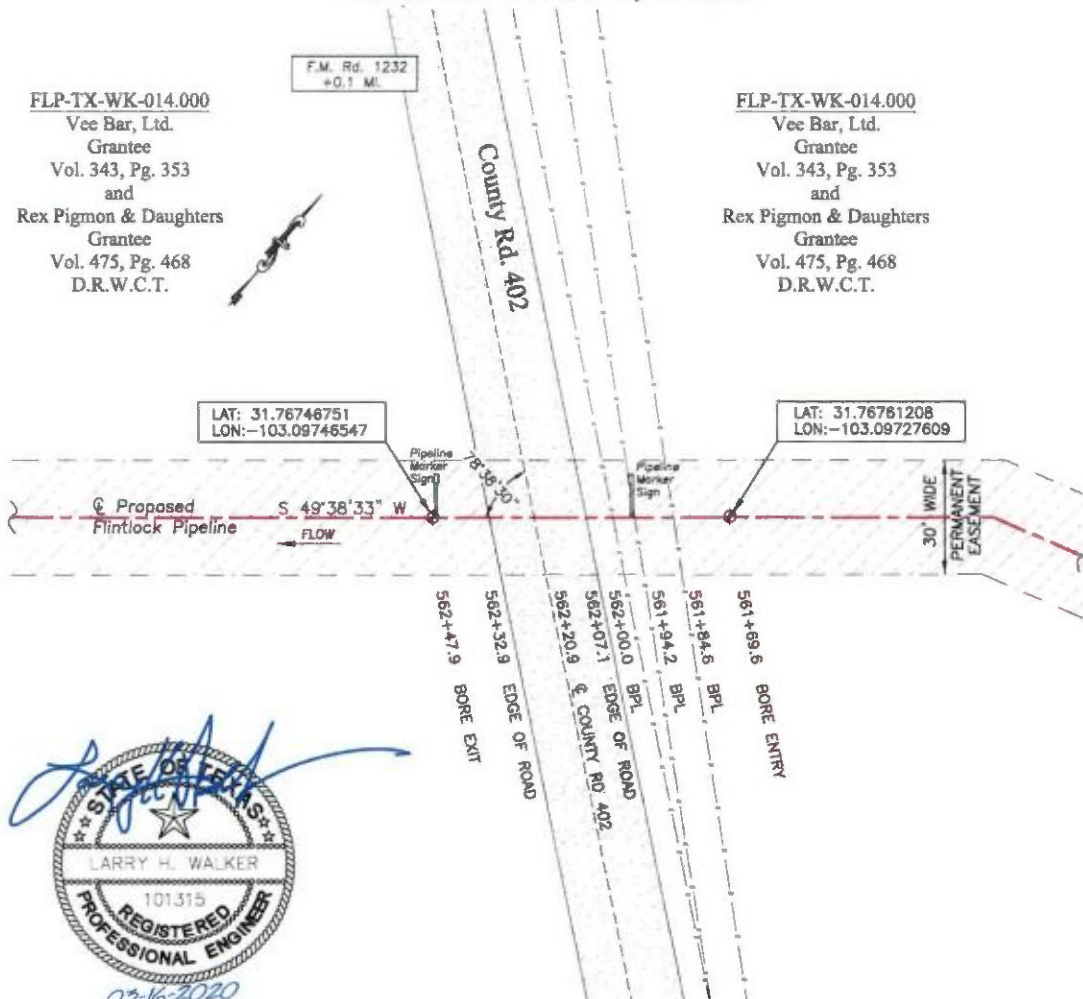
By Mark A. DeVrient  
Printed Name Mark DeVrient  
Title Right-of-Way Agent  
Address 601 N. Marienfeld, Ste. 310  
Midland, TX 79701  
Telephone 318-458-6919  
Cellular Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

SECTION 02, BLOCK B12, P. S. L. SURVEY  
WINKLER COUNTY, TEXAS

W.O. No.: 2020-0025

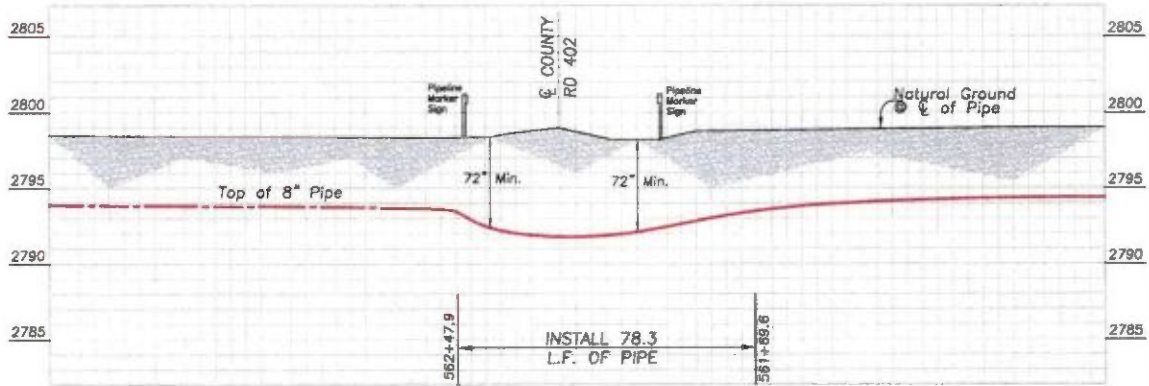
FLP-TX-WK-014.000  
Vee Bar, Ltd.  
Grantee  
Vol. 343, Pg. 353  
and  
Rex Pigmon & Daughters  
Grantee  
Vol. 475, Pg. 468  
D.R.W.C.T.

FLP-TX-WK-014.000  
Vee Bar, Ltd.  
Grantee  
Vol. 343, Pg. 353  
and  
Rex Pigmon & Daughters  
Grantee  
Vol. 475, Pg. 468  
D.R.W.C.T.



PLAN VIEW  
1" = 40'

8.625" OD X .250" WT, API-5L, X52, PSL2, TRL,  
PEB 14 - 16 MILS FBE and 30 MILS ARO  
MAXIMUM OPERATING PRESSURE: 740 PSIG  
BORE TYPE: CONVENTIONAL/SLICK  
CATHODIC PROTECTION: IMPRESSED CURRENT  
MINIMUM DEPTH @ CL ROAD - 8 FEET  
MINIMUM DEPTH @ DITCH - 6 FEET



PROFILE VIEW

Scale: Horiz. 1"=40'  
Vert. 1"=10'

NO.	Survey Date: February 12, 2020	BY	DRAWN	CHKD	APP'D
		GEP	03/03/20		

<p><b>Flintlock Pipeline, LLC</b></p>	<p>NOTES:</p> <p>1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE GRID VALUES.</p> <p>2) OWNERSHIP PROVIDED BY CLIENT'S AGENT.</p> <p>3) CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, SIZE, &amp; DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.</p> <p>4) PIPELINE CROSSING TO BE DESIGNED AND INSTALLED IN ACCORDANCE WITH 49 CFR PART 195 - TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.</p> <p>5) PIPELINE TO BE CATHODICALLY PROTECTED. CATHODIC TEST STATIONS &amp; WARNING SIGNS SHOWN AT ROAD CROSSINGS SHOULD BE INSTALLED AT ROAD RIGHT-OF-WAY, PREFERABLY IN R.O.W. FENCE LINE OR AS DIRECTED BY COMPANY REPRESENTATIVE.</p> <p>6) PIPELINE SPECIFICATIONS AND BARLOW CALCULATIONS PROVIDED BY CLIENT.</p> <p>7) PIPE DESIGN AND PIPE CASING SPECIFICATIONS ARE NOT DESIGNED BY WEST COMPANY.</p> <p>8) MOP TO BE LESS THAN ALLOWABLE PIPE DESIGN PRESSURE.</p>
<p>PLAN AND PROFILE FOR A CRUDE OIL PIPELINE CROSSING COUNTY ROAD 402 LOCATED IN WINKLER COUNTY, TEXAS</p>	
<p>WEST COMPANY  ENGINEERING FIRM No. F-2184 REGISTRATION FIRM 100882-00 110 W. LOUISIANA, STE. 110 MIDLAND TEXAS, 79701 OF MIDLAND, L.L.C. (432) 687-0605 - (432) 687-0605 FAX</p>	

**PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT**

**State of Texas  
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Charles M. Wolf**, County Judge, and **Flintlock Pipeline, LLC**, Applicant, which makes this a contract governing the installation of an 8" steel crude pipeline, and in consideration of the \$500.00 application fee, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

1. The parties to this Agreement are **Winkler County, Texas** and **Flintlock Pipeline, LLC**. Winkler County agrees to grant **Flintlock Pipeline, LLC** at their expense, the right to construct a road crossing for an 8" steel pipeline for the transmission of crude oil) at County Road 407, whose location is more particularly shown in that certain Crossing Profile attached hereto.

**2. CONDITIONS**

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
- c. Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.
- d. The bore shall be no less than twenty feet (20') from the road on each side.
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. **Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.**
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- o. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.



- p. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
- q. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- r. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- t. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- u. The costs associated with the location and identification of Flintlock Pipeline, LLC's pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- v. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

**3. REMEDY ON DEFAULT**

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

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

**4. FURTHER WORK**

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.



**5. LIABILITY AND INDEMNITY**

Applicant shall

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

**6. ASSIGNMENT**

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

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
8. **Flintlock Pipeline, LLC** hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
9. **Flintlock Pipeline, LLC** hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, **Flintlock Pipeline, LLC** agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.
11. Should **Flintlock Pipeline, LLC** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **Flintlock Pipeline, LLC** agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. **Flintlock Pipeline, LLC** is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.
12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

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

**WINKLER COUNTY**

By \_\_\_\_\_  
Charles M. Wolf  
Winkler County Judge

**Flintlock Pipeline, LLC**

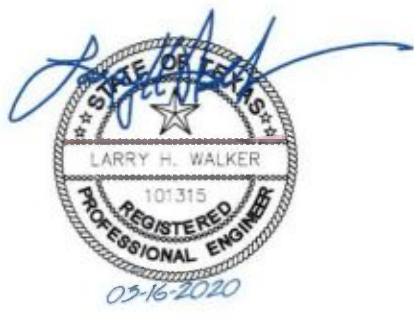
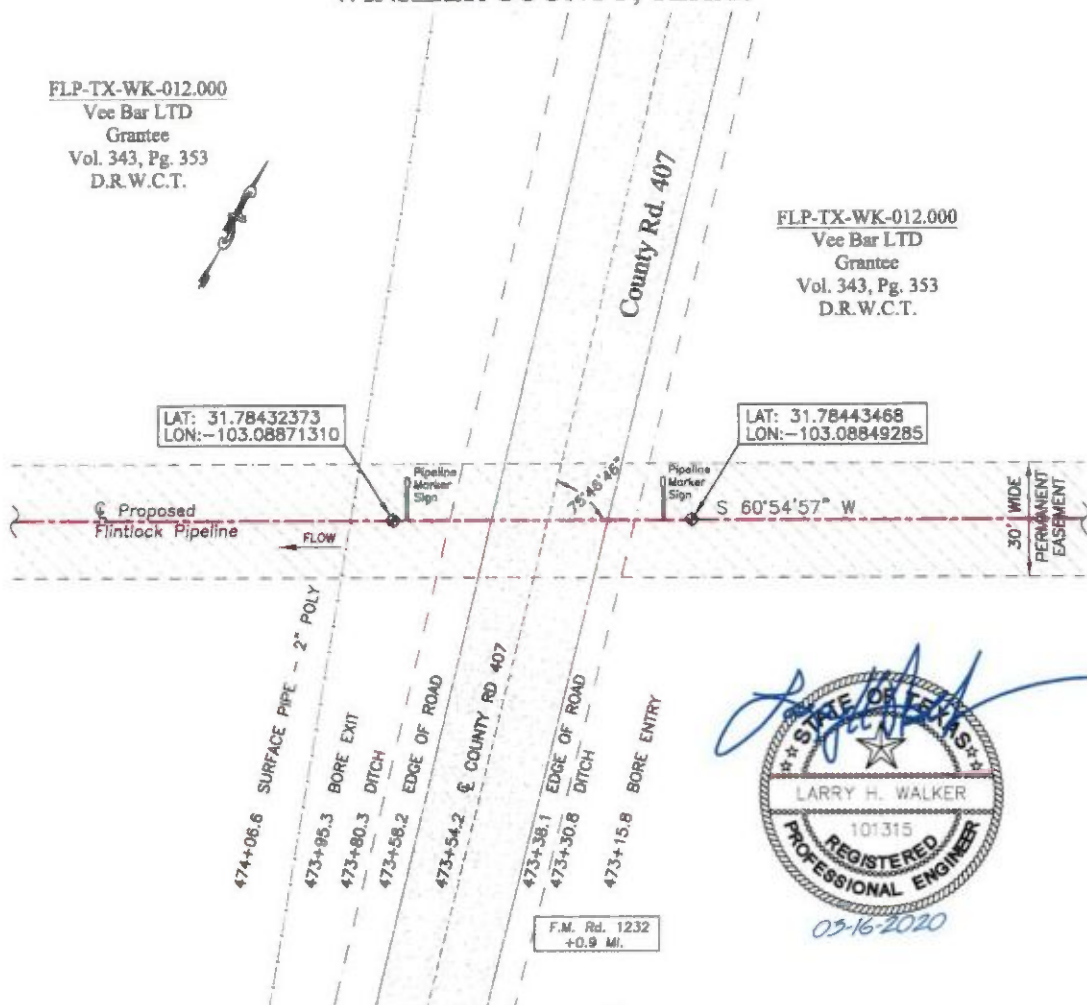
By Mark A. DeVrient  
Printed Name Mark DeVrient  
Title Right-of-Way Agent  
Address 601 N. Marienfeld, Ste. 310  
Midland, TX 79701  
Telephone 318-458-6919  
Cellular Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

SECTION 26, BLOCK B5, P. S. L. SURVEY  
WINKLER COUNTY, TEXAS

W.O. No: 2020-0025

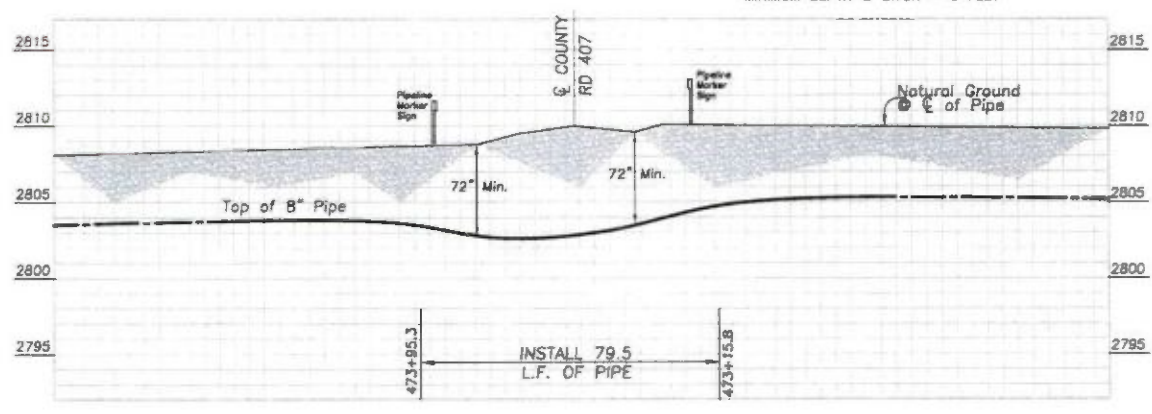
FLP-TX-WK-012.000  
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Vol. 343, Pg. 353  
D.R.W.C.T.

FLP-TX-WK-012.000  
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Grantee  
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PLAN VIEW  
1" = 40'

8.625" OD X .250" WT, API-5L, X52, PSL2, TRL,  
PEB 14 - 16 MILS FBE and 30 MILS ARO  
MAXIMUM OPERATING PRESSURE: 740 PSIG  
BORE TYPE: CONVENTIONAL/SLUICK  
CATHODIC PROTECTION: IMPRESSED CURRENT  
MINIMUM DEPTH @ CL ROAD - 6 FEET  
MINIMUM DEPTH @ DITCH - 6 FEET



PROFILE VIEW  
Scale: Horiz. 1"=40'  
Vert. 1"=10'

NO.	Survey Date: February 12, 2020	BY	DRAWN	CHKD	APP'D
		GEP	02/15/19		

<p><b>Flintlock Pipeline, LLC</b></p>	<p><b>NOTES:</b></p> <p>1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE GRID VALUES.</p> <p>2) OWNERSHIP PROVIDED BY CLIENT'S AGENT.</p> <p>3) CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, SIZE, &amp; DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.</p> <p>4) PIPELINE CROSSING TO BE DESIGNED AND INSTALLED IN ACCORDANCE WITH 49 CFR PART 195 - TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.</p> <p>5) PIPELINE TO BE CATHODICALLY PROTECTED. CATHODIC TEST STATIONS &amp; WARNING SIGNS SHOWN AT ROAD CROSSINGS SHOULD BE INSTALLED AT ROAD RIGHT-OF-WAY, PREFERABLY IN R.O.W. FENCE LINE OR AS DIRECTED BY COMPANY REPRESENTATIVE.</p> <p>6) PIPELINE SPECIFICATIONS AND BARLOW CALCULATIONS PROVIDED BY CLIENT.</p> <p>7) PIPE DESIGN AND PIPE CASING SPECIFICATIONS ARE NOT DESIGNED BY WEST COMPANY.</p> <p>8) MOP TO BE LESS THAN ALLOWABLE PIPE DESIGN PRESSURE.</p>
<p>PLAN AND PROFILE FOR A CRUDE OIL PIPELINE CROSSING COUNTY ROAD 407 LOCATED IN WINKLER COUNTY, TEXAS</p>	
<p><b>WEST COMPANY</b> ENGINEERING FIRM No. F-2184 REGISTRATION FIRM 100882-00 110 N. LOUISIANA, STE. 110 MIDLAND TEXAS, 79701 OF MIDLAND, L.L.C. (432) 687-0860 - (432) 687-0869 FAX</p>	

D. K. BOYD LAND & CATTLE CO.

3317 Andrews Hwy  
Midland, Texas 79703  
(432) 685-1022

DATE: 04-01-20

INVOICE NO.: WC-CR101R-03-20001

INVOICE

TO: Winkler County  
Drawer O  
Kermit, Texas 79745

Attn: Billy Stevens

FOR: County Road 101 Repair - Caliche Use and Topsoil  
Winkler County, Texas

1. 1,694 yd<sup>3</sup> caliche used for repair work on County  
Roads @ \$5.00/yd<sup>3</sup>.

\$ 8,470.00

TOTAL:

\$ 8,470.00

CR105-103

Agenda 4/13/2020

RECEIVED

APR 03 2020

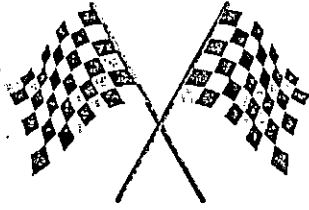
AUDITOR'S OFFICE

Net 10 Days - Payable to D.K. BOYD Land & Cattle Co.

321

# DON WISE

TRANSPORTATION SERVICES, INC.  
3201 SOUTH COUNTY ROAD 1069  
MIDLAND, TEXAS 79706  
YOU CALL  
1-877 DON WISE  
WE HAUL



# Invoice

Date	Invoice No.
04/02/20	9867

<b>Bill To</b>
Winkler County, Texas County Auditor Court House Drawer O Kermit, TX 79745

<b>Ship To</b>
Winkler County, Texas County Barn Kermit, TX

<b>P.O. Number</b>	<b>Terms</b>	<b>Rep</b>	<b>Ship Date</b>	<b>Ship Via</b>	<b>F.O.B.</b>	<b>Ordered by</b>
none given	Net 10th	DLW	04/02/20	our truck	destination	Billy Stevens

TICKET #	Quantity	Description	Price Each	Amount
14459	23.99	premix--ton  <b>STOCK</b>	108.17	2,595.00
103160760			RECEIVED APR 07 2020 AUDITOR'S OFFICE	
Agenda 4/13/20				

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE BUT YOU KNEW THAT!!!!!!!!!!!!	<b>Total</b>	<b>\$2,595.00</b>
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**RESOLUTION**  
**OF THE**  
**COMMISSIONERS COURT OF WINKLER COUNTY, TEXAS**

WHEREAS, Winkler County Judge Charles M. Wolf declared a local state of disaster for public health emergency on April 6, 2020, pursuant to Section 418.108(a) of the Texas Government Code; and

WHEREAS, the Commissioners Court of Winkler County desires to renew the Declaration of Disaster pursuant to Section 418.108(b) of the Texas Government Code.

THEREFORE, BE IT RESOLVED, by the Winkler County Commissioners Court that the Declaration of Disaster made by Winkler County Judge Charles M. Wolf on April 6, 2020 is hereby renewed for the same to continue in effect until terminated by the Winkler County Judge or by the Commissioners Court of Winkler County.

APPROVED AND ADOPTED on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Charles M. Wolf  
Winkler County Judge

\_\_\_\_\_  
Billy Stevens, Commissioner, Pct. 1

\_\_\_\_\_  
Robbie Wolf, Commissioner, Pct. 2

\_\_\_\_\_  
Hope Williams, Commissioner, Pct. 3

\_\_\_\_\_  
Billy Ray Thompson, Commissioner, Pct.4

ATTEST:

\_\_\_\_\_  
Pam Greene, Winkler County Clerk

**RESOLUTION**  
**OF THE**  
**COMMISSIONERS COURT OF WINKLER COUNTY, TEXAS**

WHEREAS, the Commissioners Court of Winkler County (the "Court") is entrusted by the citizens of Winkler County (the "County") to perform in the best interests of its citizens;

WHEREAS, The Texas Governor has declared for Texas, and the Winkler County Judge has declared for the County, a state of disaster due to public health emergency;

WHEREAS, the Court has approved and consented to the local disaster declaration; and

WHEREAS, the following orders are deemed necessary for the health and safety of the citizens of Winkler County, Texas.

THEREFORE, BE IT RESOLVED, by the Winkler County Commissioners Court that the following orders shall remain in place until modified or terminated by the Winkler County Judge or by the Court:

1. County Facilities – The Winkler County Community Centers, Libraries, Senior Center, and ball parks shall remain closed to the public through May 1, 2020, or until further notice from the Winkler County Judge or the Court.
2. County Offices – County offices, including the courthouse, shall be open to the public from 9:00 a.m. to 1:00 p.m. Monday through Friday through May 1, 2020 or until further notice from the Winkler County Judge or Court.
3. County Employees – Employees shall work hours and schedules as determined by their respective supervisors (elected officials or department heads). Supervisors should attempt to schedule employees in such a way as to maintain essential services to the public while taking into consideration the public admonishments and warnings concerning health and safety practices desired for workplaces.
4. Employee Compensation – Employees prevented from working their usual hours or schedules due to revised scheduling hereunder, or due to illness, will be compensated as follows: Full-time employees will receive no reduction in pay. Part-time employees will be paid a minimum wage based upon that employee's average number of hours worked for the three (3) month period from December, 2019 through February 2020. Time off from work due to illness will be charged first against federal sick leave, then against the employee's accrued sick leave, and then treated as paid leave.
5. If an employee has a dependent(s) as defined under the Families First Coronavirus Response Act, and for which the employee needs to stay home to care for due to school, daycare, or related closures, then the employee shall be paid in compliance with the Act, 2/3 of their total wages. The employee may supplement the additional 1/3 of their total wages with accrued vacation or comp time. The employee must provide documentation to Human Resources regarding the situation.

6. Winkler County Exempt Employee pertaining to the Families First Coronavirus Response Act (FFCRA) - The following list of employees are considered exempt from the FFCRA:

- EMS
- Sheriff Office employees to include deputies, jailers, cooks, dispatchers, jail nurse
- EMC
- Road and Bridge crew

Employees in these critical areas defined as exempt employees under FFCRA for the following qualifying reasons.

#1  
#4  
#5  
#6

IT IS FURTHER RESOLVED that the Winkler County Judge is hereby authorized to modify or terminate any of the above matters in his discretion, until further resolution by the Court.

APPROVED AND ADOPTED on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

---

Charles M. Wolf  
Winkler County Judge

ATTEST:

---

Pam Greene, Winkler County Clerk



STATE OF TEXAS           §  
  §  
COUNTY OF WINKLER   §

**ORDER PROHIBITING CERTAIN FIREWORKS  
IN UNINCORPORATED AREAS OF WINKLER COUNTY, TEXAS**

**WHEREAS**, on the 13th day of April, 2020, the Commissioners' Court of Winkler County has determined that conditions on certain uncultivated acreage in the county are extremely hazardous for the danger of fire because of high grass or dry vegetation;

**NOW, THEREFORE**, the Commissioners Court of Winkler County adopts this Order prohibiting the sale or use of restricted fireworks in the unincorporated areas of Winkler County:

- A. A person may not sell, detonate, ignite, or in any way use fireworks classified as "skyrockets with sticks" under 49 C.F.R. part. 173.100(r)(2) (10-1-86 edition), or "missiles with fins" in the unincorporated areas of Winkler County.
- B. This Order does not prohibit "permissible fireworks" as authorized in Occupations Code Section 2154.003(a).
- C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C Misdemeanor.
- D. This order expires at midnight, May 5, 2020.

APPROVED THIS THE 13th DAY OF APRIL, 2020, BY THE WINKLER COUNTY COMMISSIONERS COURT.

\_\_\_\_\_  
Charles M. Wolf, Winkler County Judge

\_\_\_\_\_  
Billy J. Stevens  
Commissioner, Precinct 1

\_\_\_\_\_  
Robbie Wolf  
Commissioner, Precinct 2

\_\_\_\_\_  
Hope Williams  
Commissioner, Precinct 3

\_\_\_\_\_  
Billy Ray Thompson  
Commissioner, Precinct 4

ATTEST:

\_\_\_\_\_  
Pam Greene  
Winkler County Clerk

**STANDARD FORM OF CONSTRUCTION  
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT (the "Contract") is made effective as of the \_\_\_\_ day of April 2020, between County of Winkler (the "Owner") and Duinick, Inc. (the "Contractor"). Hereinafter, the Owner and the Contractor will at times be referred to collectively as the "Parties" or individually as a "Party."

Project: Winkler County Golf Course Irrigation Winkler County Golf Course	Design Professional's Name and Address: McC Campbell Irrigation 150 Beach Blvd Laguna Vista, TX 78578
Owner's Address: County of Winkler PO Drawer O Kermit, TX 79745	Contractor's Address: Duinick, Inc. 408 6 <sup>th</sup> Street Prinsburg, MN 56281

The Owner and the Contractor agree as follows:

1. **Contract Documents.** The "Contract Documents" consist of this Contract; all exhibits attached hereto; all drawings, specifications, and addenda approved by the Owner and the Contractor prior to the execution of this Contract; and all revisions, addenda, or deletions approved by the Owner and the Contractor after execution of this Contract. All Contract Documents are complementary, and are fully incorporated into this Contract. However, wherever there exists a discrepancy between this Contract and any other Contract Document, this Contract shall govern.
2. **Scope of the Work.**
  - 2.1 The Contractor shall provide all labor, materials, equipment, and services necessary to perform the construction work in accordance with the plans and specifications identified on the attached **Exhibit 1** Contractor's proposal.
  - 2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of all federal, state, and local public authorities having jurisdiction over the Work. The Contractor is not required to ascertain whether the Contract Documents comply with such laws, ordinances, rules, regulations, and lawful orders.
  - 2.3 The Contractor shall supervise, coordinate, and direct the Work in a careful and workmanlike manner and shall enforce strict discipline of its employees. The Contractor shall ensure that its subcontractors and other entities performing any of the Work at the instance of the Contractor similarly comply with these requirements. The Owner may remove from the Project any person who does not satisfy these requirements. The Owner shall identify in writing any person who the Owner reasonably believes does not satisfy these requirements specifying the Owner's objections. The Contractor shall promptly: remove such person or; specify its responses to the Owner's objections, in which case the Parties will in good faith negotiate to resolve the issue.
  - 2.4 The Contractor shall be solely responsible for, and have control over, all construction means, methods, and procedures, except to the extent that the Contract Documents provide otherwise.

- 2.5 The Contractor shall carefully review and compare the Contract Documents for the purpose of facilitating coordination and construction of the Work. However, the Contractor shall not be obligated to discover any errors, omissions, or inconsistencies in the Contract Documents.
  - 2.6 Commencement of the Work by the Contractor is a representation that the Contractor has visited the site and become generally familiar with local conditions under which the Work is to be performed.
  - 2.7 Except as expressly set forth in the Contract Documents, the Contractor shall not be construed to have any design responsibility for any portion of the Work and shall not be construed to be a design professional. The Owner represents to the Contractor that the Owner has secured such permissions and licenses from all design professional as are necessary to enable the Contractor to use the plans and specifications for the Work.
- 3. Scheduling and Progress of the Work.** The Contractor shall commence and complete the Work as follows:
- 3.1 The Contractor shall commence the Work on or after date provided in Notice to Proceed, unless otherwise governed or affected by COVID-19 pandemic that would otherwise provide for a different mutually agreed upon commencement date.
  - 3.2 The Contractor shall achieve Substantial Completion of the Work on or before seventy-five (75) days after commencement. Substantial Completion is the point in the progress of the Work when the Owner can utilize the Work, or any designated portion of the Work, for its intended purpose. Upon achieving Substantial Completion, the Contractor shall provide a written punchlist to the Owner setting forth the items of Work that remain to be completed. The Contractor shall include on such punchlist the estimated cost to complete each item.
  - 3.3 The Contractor shall achieve Final Completion of the Work within 30 days after Substantial Completion. The Contractor shall have achieved Final Completion when all punchlist items are completed.
  - 3.4 The Substantial Completion Date and the Final Completion Date are subject to adjustment as provided in the Contract Documents (the "Contract Time").
  - 3.5 Prior to commencing the Work, the Contractor shall provide to the Owner a project schedule identifying phases of the Project and completion milestones (the "Schedule").
  - 3.6 The Contractor shall notify the Owner of any events that the Contractor anticipates will delay the Completion Date and keep the Owner apprised of the progress of the Work.
  - 3.7 The Contractor shall supply sufficient properly skilled labor, materials, equipment, tools, utilities, and other services so as to commence, execute, and complete the Work within the Contract Time in accordance with the Contract Documents.
  - 3.8 The Owner shall furnish information or services with reasonable promptness after receiving the Contractor's written request, and shall not act or neglect to act in any manner that delays or disrupts the Contractor's commencement, progress, or completion of the Work.

#### **4. Contract Price and Payment.**

- 4.1.** In consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor the sum of five hundred twenty-five thousand five hundred twenty-one dollars and no cents (\$525,521.00) subject to any exclusions, allowances, and qualifications identified the attached **Exhibit 1** (the "Contract Price").
- 4.2** The Contractor shall submit to the Owner monthly payment applications setting forth the percentage of completion of the Work based on the Contractor's most recent schedule of values. The Owner shall pay the Contractor's payment applications within 30 days. Late payments by the Owner shall entitle the Contractor, without further notice, to suspend the Work until such time as such late payments are made. The Contractor shall be entitled to interest at the rate specified by law for mechanic's liens and to its attorneys' fees incurred in collecting amounts owed to the Contractor. Upon Substantial Completion, the Owner shall pay the Contractor the balance of the Contract Price, less 125% of the Contractor's estimated cost to complete the items on the punchlist provided by the Contractor. The Owner shall issue payment(s) to the Contractor as requested upon completion of particular punchlist items.
- 4.3** The Contractor shall supply lien and bond waivers from itself for the current payment and, if requested, lien and bond waivers from all subcontractors and suppliers for all preceding payments. To the extent that the Contractor has received payment on account of any of its subcontractors or suppliers, the Contractor shall defend, indemnify, and hold harmless the Owner from any mechanics' lien or related claims for payment by such subcontractors or suppliers.
- 4.4** As a condition of the Owner's obligation to make Final Payment (as defined in Exhibit 1), the Contractor shall provide unconditional lien and bond waivers executed by itself, and if requested its subcontractors and suppliers, evidencing receipt of payment in full, subject only to the Contractor's receipt of such Final Payment.

#### **5. Changes.**

- 5.1** Changes in the Work shall be documented by a written change order signed by the Parties stating their agreement upon all of the following:
  - 5.1.1** The specific change in the Work;
  - 5.1.2** The amount of the adjustment, if any, to the Contract Price; and
  - 5.1.3** The amount of the adjustment, if any, to the Contract Time.

Hereinafter, a "Change Order."

- 5.2** In the event that the Parties are unable to agree on any adjustment of the Contract Price or the Contract Time for any reason, the Owner may authorize, and the Contractor may agree, to proceed with the changed work. In that event, the Contractor shall keep and submit to the Owner records identifying the costs of performing the changed work, plus the Contractor's profit and overhead as set forth in Exhibit 1. In the event that the Parties are thereafter unable to agree on an appropriate Change Order, the dispute shall be resolved by the dispute resolution procedures set forth in this Contract.

**6. Warranties.**

- 6.1** The Contractor warrants that all materials and equipment furnished shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects, and in conformance with the Contract Documents for a period of one year after completion of the Work. The Contractor shall promptly repair or replace, without cost to the Owner, any defects due to faulty workmanship, equipment, or materials that may appear within such one-year period.
- 6.2** The Owner shall notify the Contractor in writing of any defect within six months after the Owner discovers or should have discovered the defect and provide the Contractor a reasonable opportunity to cure the defect. The Contractor makes no other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. The Contractor shall not be responsible for defects inherent in the nature of the material specified, normal wear and tear, deficiencies resulting from the Owner's neglect, misuse, or abuse, or defects in drawings and specifications. In no event shall the Contractor be responsible for punitive damages.
- 6.3** Upon Final Completion, the Contractor shall deliver to the Owner all manufacturer and vendor warranties applicable to the Work. For warranty items covered by a manufacturer or vendor warranty, the Owner shall look solely to the manufacturer or vendor for recourse, and the Contractor shall have no further responsibility for such warranty items. The Contractor does not warrant any architectural or engineering services provided by the Contractor, but such services shall be in accordance with the standard of care applicable to such services provided by similar design/build contractors in the venue where the Project is located.

**7. Access and Approvals.** Except as set forth in the attached Exhibit 1, the Owner will promptly obtain and provide all permits, approvals, staking, surveys, access, and other items that may be necessary for the Contractor to perform the Work in an efficient and timely manner, and so as not to delay or disrupt progress of the Work.

**8. Default and Termination.**

- 8.1** If the Contractor fails to comply with its obligations under the Contract Documents and fails, within ten calendar days after receipt of written notice from the Owner specifying the default, to commence and continue cure of such default with diligence and promptness, the Owner may, without prejudice to any other rights or remedies available to the Owner under this Contract or applicable law: (a) terminate this Contract; (b) remedy the condition constituting the default; (c) complete the Work using its own forces or the forces of another contractor; and (d) recover all costs incurred as a result of such termination and other damages arising as a result of the Contractor's default, together with interest, costs, and attorneys' fees.
- 8.2** If the Owner fails to comply with its obligations under the Contract Documents and fails, within ten calendar days after receipt of written notice from the Contractor specifying the default, to commence and continue cure of such default with diligence and promptness, the Contractor may, without prejudice to any other rights or remedies available to the Contractor under this Contract or applicable law, terminate this Contract and recover from the Owner all amounts then due under this Contract, all costs incurred as a result of such termination, reasonable profit on uncompleted Work, and other damages arising as a result of the Owner's default, together with interest, costs, and attorneys' fees.

Notwithstanding the foregoing, in the event that the Owner's default consists of failure to pay the Contractor any undisputed amounts due in accordance with this Contract, then upon ten calendar days written notice, the Contractor may immediately terminate this Contract and pursue all of the foregoing rights and remedies.

9. **Consequential Damages.** Except as otherwise provided herein, the Contractor and the Owner waive all Claims against each other for incidental and consequential damages arising out of or related to the Contract or the Project, including without limitation all Claims for loss of use, income, profit, rents, financing, reputation, sale proceeds, and productivity. This provision shall survive the termination of this Agreement by either party.
10. **Delays.** If the Contractor is delayed or disrupted at any time in the commencement or progress of the Work by an act or neglect of the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusually severe weather, delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, then the Contract Time and Contract Price shall be increased by Change Order to account for such delay or disruption.
11. **Preexisting Conditions.** If the Contractor encounters: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist or generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly notify the Owner, and the Contract Time and the Contract Price shall be increased by Change Order to account for such conditions.
12. **Uncovering the Work.** The Owner may request that the Contractor uncover any portion of the Work. If such Work is in accordance with the Contract Documents, all costs of uncovering and replacement, together with reasonable profit and overhead, shall be paid by the Owner. If such Work is not in accordance with the Contract Documents, all costs of uncovering, correcting, and replacement shall be at the Contractor's expense unless the condition was caused by the Owner, in which event the Owner shall be responsible for payment.
13. **Insurance.** Before starting the Work, the Contractor shall purchase and maintain at its expense the following insurance coverages, each written on an occurrence basis, with limits not less than stated below:

1) Workers Compensation	Statutory
2) Employers Liability	\$1,000,000 Bodily Injury – Each Accident \$1,000,000 Bodily Injury – Disease – Policy Limit \$1,000,000 – Disease – Each Employee
3) Commercial General Liability including: i. contractual liability; and ii. products liability and completed operations	\$1,000,000 each occurrence and \$2,000,000 aggregate
4) Commercial Automobile Liability covering all owned, non-owned, and hired autos	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
5) Umbrella/Excess Liability in excess of 3 and 4	\$5,000,000 Each Occurrence

Prior to commencing any work, the Contractor shall furnish the Owner with a certificate of insurance evidencing that such insurance is in effect, and replacement certificates shall be furnished for all renewals of such insurance. Such insurance shall be endorsed to name the Owner as an Additional Insured. Each insurer must provide thirty (30) days written notice of cancellation. Any such notice of cancellation shall not be effective during such thirty (30) day period.

- 14. Hazardous Materials.** If the Contractor encounters a hazardous material or substance, the Contractor shall, upon recognizing the condition, stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time and Contract Price shall be increased to account for the delay and the Contractor's additional costs caused by the shutdown, including demobilization, mobilization, profit, overhead, and other costs.
- 15. Indemnification.**

  - 15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against all Claims, including but not limited to attorneys' fees, arising out of or related to the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of the Contractor. Such obligation shall not be construed to negate or reduce other rights or obligations that would otherwise exist as to the Owner or the Contractor.
  - 15.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor from and against all Claims, including but not limited to attorneys' fees, arising out of or related to the Owner's obligations under the Contract Documents, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of the Owner. Such obligation shall not be construed to negate or reduce other rights or obligations that would otherwise exist as to the Owner or the Contractor.
- 16. Safety.** The Contractor shall comply with all applicable safety laws and standards. If requested, the Contractor shall submit a safety plan for review by the Owner. The review of any safety plan by the Owner shall not be deemed to release the Contractor from its obligations under this Contract. The Contractor shall submit copies of all accident or injury reports to the Owner unless such accidents or injuries are deemed by the Contractor to be minor. If the Contractor fails to comply with its obligations under this Section, the Owner may order the Contractor to stop any part of the Work that the Owner deems unsafe until corrective measures have been taken.
- 17. Clean Up.** The Contractor shall keep the Project site and surrounding area free from accumulation of waste or rubbish caused by the Contractor. At completion of the Work, the Contractor shall remove all waste, rubbish, materials, and equipment from the Project site.
- 18. Notices.** Any notices required or permitted under this Contract shall be made in writing to the Parties at the addresses listed on the first page of this Contract. Notice shall be deemed received when delivered, if personally delivered (including overnight courier), or properly transmitted if by facsimile transmission or email, or when delivered or refused after properly sent by registered or certified mail, return receipt requested and postage prepaid. Any notice delivered by any Party in any manner other than those described above shall be deemed properly given if and when received.

- 19. Arbitration/Governing Law.** Any claim, demand, damage, or dispute of any kind (collectively the "Claims") arising out of or related in any way to the Work, the Project, or this Contract, including without limitation any Claims arising out of or related to entry, performance, or breach of this Contract, shall be decided by binding arbitration. The arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA"). The arbitration hearing shall be held in Minneapolis, Minnesota, each Party hereby irrevocably waiving any objection thereto on the basis of jurisdiction, venue, or otherwise. The arbitrator shall order joinder or consolidation of all Claims and parties where there exists in whole or in part common Claims or issues of law or fact, and consolidation or joinder shall be freely allowed. The arbitrator shall have authority to order a site visit to review the Work. The arbitrator may award the recovery of attorneys' fees and costs, including without limitation the costs and fees of the arbitrator and the AAA. The award rendered in the arbitration shall be final and judgment upon the award may be entered by any court having jurisdiction thereof. The provisions of this Paragraph shall be specifically enforceable.
- 20. Representatives.**
- 20.1** The Contractor shall be responsible for all of its acts and omissions, as well as the acts and omissions of its Subcontractors, employees, agents, representatives, and other persons or entities for whom the Contractor is legally responsible. Any reference in the Contract Documents to an obligation or responsibility of the Contractor shall be deemed to include acts or omissions of such persons or entities on behalf of the Contractor.
- 20.3** The Owner shall be responsible for all of its acts and omissions, as well as the acts and omissions of the Design Professional, and its employees, agents, representatives, separate contractors, and other persons or entities for whom the Owner is legally responsible. Any reference in the Contract Documents to an obligation or responsibility of the Owner shall be deemed to include acts or omissions of such persons or entities on behalf of the Owner.
- 21. Financial Assurances.** Upon reasonable request of a Party, the other Party shall furnish reasonable evidence that it has made financial arrangements necessary to fulfill its obligations under the Contract.
- 22. Meetings.** The Owner shall have duly authorized representatives attend meetings scheduled by the Contractor to discuss and review the progress of the Work and to discuss other matters related to the Project and the Contract Documents. The Contractor shall provide meeting minutes within a reasonable time after such meetings.
- 23. Miscellaneous.**
- 23.1 Assignment.** Neither this Contract, nor any interest herein may be transferred, voluntarily or involuntarily, without the written consent of the other Party.
- 23.2 Review by Legal Counsel.** The Parties acknowledge that they were each afforded the opportunity to review this Contract with legal counsel of their choosing prior to execution.
- 23.3 Third-Party Beneficiaries.** This Contract is solely for the benefit of the Parties. There are no third-party beneficiaries of this Contract, either express or implied.
- 23.4 Acceptance of Contract.** Commencing performance of any of the Work, constitutes the Parties' acceptance of the unaltered terms of this Contract.



- 23.5 Non-waiver.** A failure by either Party to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude the Party from asserting any right or enforcing any requirement at any time.
- 23.6 Severability.** In the event that any provision of this Contract is found to be void, unenforceable, or invalid, the remaining provisions shall survive and remain effective and binding, the invalidity of such provision shall not affect the validity of the remaining provisions of this Contract so long as this Contract as modified continues to express, without material change, the original intentions of the Parties, and the invalidity of the provision in question does not substantially impair the respective expectations or reciprocal obligations of the Parties or the practical realization of the benefits that would otherwise be conferred on the Parties. The Parties will endeavor in good faith negotiations to replace the invalid provision with a valid provision, the effect of which comes as close as possible to that of the invalid provision.
- 23.7 Interpretation.** This Contract is the product of joint negotiation and drafting. The terms of this Contract will be interpreted neutrally, and not construed for or against either Party.
- 23.8 Construction.** The term “including” shall be construed as including, but not limited to.
- 23.9 Binding Effect.** This Contract shall be binding on, and inure to the benefit of, the Parties and each of their respective successors in interest.
- 23.10 Entire Agreement.** This Contract represents the entire, final, and integrated agreement of the Parties and supersedes all prior negotiations, representations or agreements, either oral or in writing. No promises were made by either party except as expressly set forth in this Contract.

<p><b>Owner:</b></p> <p><b>County of Winkler</b></p> <p><b>By:</b> _____</p> <p>_____</p> <p><b>Print Name</b></p> <p><b>Its:</b> _____</p>	<p><b>Contractor:</b></p> <p><b>Duininck, Inc.</b></p> <p><b>By:</b> _____</p> <p><b>Print Name: Judd Duinick</b></p> <p><b>Its: Vice-President</b></p>
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SECTION 10 – BIDDING INFORMATION

**Company Name/Address/Phone/Fax/E-mail Address**

Duinick, Inc.  
408 6<sup>th</sup> Street  
Prinsburg, MN 56281  
320-978-6011  
320-978-4978  
[SteveW@duinick.com](mailto:SteveW@duinick.com)

**Company History and Profile, including key supervisory personnel, crew profiles**

Duinick Companies is a third generation, family-owned business that has been in the construction industry for over 90 years. Founded in 1926 in Prinsburg, MN, the company has strategically grown, capitalizing from its proven approach, leveraging the resources of a large company with the agility of independent operators. Duinick's current standard aggregate bonding capacity is \$233 million and extended as necessary throughout the season with the surety company. Many companies pride themselves on being strictly a golf construction company, but the uniqueness of Duinick is that the company is a well-diversified company outside of construction as well. Duinick has several sister companies throughout the nation, including InHarvest with grain facilities in California, Prinsco drainage pipe (national supplier), Midwest Outdoor Resorts & Hart Ranch outdoor entertainment, and Duinick Concrete (Midwest ready-mix and construction supply facility).

Duinick has multiple divisions within its construction company including heavy/highway, aggregate production, bridge construction, heavy underground utility installation concrete paving, asphalt paving, athletic field construction and golf course construction and irrigation. Duinick has a specific golf course division dedicated to the golf course construction industry.

Duinick Golf not only specializes in golf construction but also has its own golf irrigation installation crews as well that work nationwide. Our irrigation crews are certified in HDPE fusion technical training. Training is important to our crews and they are active in continued education as it is important to continued success and minimal issues rate.

At Duinick, we believe in building strong communities through the services we provide, but more importantly, through the culture we are building around our deeply held core values. We instill those values into our teams, our customer interactions and our projects.

**List three (3) similar projects, including date of installation, project name and address, construction and golf course contact personnel, type of control and pump systems, type and number of heads, and any other pertinent information about the projects.**

See attached recent irrigation project resume.



**PRICING INFORMATION (exclusive of any taxes):**

Satellite System (Toro): \$526,411.00

2-Wire System (Toro): \$546,623.00

2-Wire System (Rain Bird): \$525,521.00

Satellite System (Hunter): \$547,784.00

2-Wire System (Hunter): \$566,852.00

\*Rain Bird elected to not provide pricing on their satellite system option.

**Addenda Received: 2**

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Duinick', with a long horizontal flourish extending to the right.

Judd Duinick, Vice-President  
Duinick, Inc.  
TCEQ License #: LI0007866

Cc: Steve Wolbeck, Senior Estimator



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2  
DATE (MM/DD/YYYY)  
03/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Duinick, Inc. 408 6th Street P.O. Box 208 Prinsburg, MN 56281	<b>INSURER A:</b> Zurich American Insurance Company <b>NAIC #</b> 16535	
	<b>INSURER B:</b> American Guarantee and Liability Insurance <b>26247</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** WL5877571      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO-3491927-00	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP-3491928-00	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	SXS 3166483-00	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC-3108148-00	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: Materials and Installation for Irrigation Project - Project Bonding

The Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability, as required by written contract or agreement executed prior to loss.

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force

**CERTIFICATE HOLDER**      **CANCELLATION**

County of Winkler P O Drawer 0 Kermit, TX 79745	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Duinick, Inc. 408 6th Street P.O. Box 208 Prinsburg, MN 56281	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

for or which may be purchased by the Certificate Holder, as required by written contract or agreement executed prior to loss.

Waiver of Subrogation applies in favor of the Additional Insured with respects to General Liability, Auto Liability, and Workers Compensation, as permitted by law and as required by written contract or agreement executed prior to loss.

The Excess Policy Follows Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-3491927-00	06/01/2019	06/01/2020		34937000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



**ZURICH**

# Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO-3491927-00	06/01/2019	06/01/2020		34937000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



**ZURICH**<sup>®</sup>

## **Blanket Notification to Others of Cancellation or Non-Renewal**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO-3491927-00

Effective Date: 06/01/2019

This endorsement applies to insurance provided under the:

### **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

<b>SCHEDULE</b>	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



**ZURICH**<sup>®</sup>

# Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-3491928-00	06-01-2019	06-01-2020	6/1/2019			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

## **A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## **B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

### D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

#### Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

### F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

### G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

### H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

#### Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

## **K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

## **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

## **M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

## **N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:  
**Temporary Substitute Autos – Physical Damage**  
We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.  
The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

## **O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any



agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

#### **Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

#### **S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

#### **T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

## **U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

### **4. Coverage Extensions**

#### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## **W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

## **X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



**ZURICH**<sup>®</sup>

## Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-3491928-00	06/01/2019	06/01/2020		34937000	INCL	

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial Automobile Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement	Effective Policy No WC-3108148-00.	Endorsement No.
Insured Duinick Companies		Premium \$

Insurance Company Zurich American Insurance Company

**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 6/1/2019  
Insured

Policy No. WC-3108148-00

Endorsement No.  
Premium \$

Insurance Company Zurich American Insurance Company

# RELIABLE

## RICHARDSON, TEXAS

(972) 952-1500

800 N. CENTRAL EXPY. • RICHARDSON, TX 75080  
972-952-1500 • WWW.RELIABLECHEV.COM

DATE <b>03/27/2020</b>
STOCK NO. <b>LR191883</b>
SOLD BY <b>ADAMS, DOUG</b>
INVOICE NO. <b>355497</b>

SOLD TO	
ADDRESS	
CITY	STATE
ZIP	
RD. NO. <b>LOI PER D MITCHELL</b>	FLEET NO.
<b>TITLE INSTRUCTIONS</b>	
NAME <b>WINKLER COUNTY</b>	
ADDRESS <b>P O DRAWER 0</b>	
CITY	STATE
ZIP	
<b>VEHICLE DESCRIPTION</b>	
MODEL <b>TAHO</b>	COLOR <b>SUMMIT WHITE</b>
VIN <b>1GNLCDEC8LR191883</b>	LICENSE NO.
KEY NO. → <b>V0700</b>	TRUNK <b>V0700</b>
<b>DESCRIPTION OF TRADE-IN</b>	
YEAR	MAKE
VIN	MODEL
STOCK #	LICENSE NO.
<input type="checkbox"/> DRAFT	A.C.V.
<input type="checkbox"/> LIEN	
LIEN HOLDER <b>NONE</b>	
DRAFT AMOUNT	DATE OF LIEN
DRAFT THRU:	
DELIVER CAR TO:	
CONTACT:	

VEHICLE INVOICE	
FACTORY INVOICE AMOUNT .....	\$ <b>42561.78</b>
DEALER INSTALLED OPTIONS	_____
DEALER MARK UP .....	_____
SUB TOTAL .....	\$ <b>42561.78</b>
LESS - TRADE-IN ALLOWANCE .....	_____
TOTAL .....	\$ <b>42561.78</b>
STATE SALES TAX .....	_____
TITLE FEE .....	_____
LICENSE FEE .....	_____
DOCUMENTARY FEE .....	<b>5.00</b>
STATE INSPECTION .....	<b>7.00</b>
DELIVERY EXPENSE .....	_____
BRIDGE AND ROAD TAX .....	_____
<b>TOTAL DUE RELIABLE CHEVROLET .....</b>	<b>\$ 42573.78</b>
BILLING INSTRUCTIONS:	
_____ COPIES OF FACTORY INVOICE	
_____ COPIES OF DEALER INVOICE	
SPECIAL INSTRUCTIONS:	

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25. THIS NOTICE IS REQUIRED BY LAW.

# RELIABLE

## RICHARDSON, TEXAS

(972) 952-1500

800 N. CENTRAL EXPY. • RICHARDSON, TX 75080  
972-952-1500 • WWW.RELIABLECHEV.COM

DATE <b>03/28/2020</b>
STOCK NO. <b>LR191991</b>
SOLD BY <b>ADAMS, DOUG</b>
INVOICE NO. <b>355516</b>

SOLD TO	
ADDRESS	
CITY	STATE
ZIP	
P.O. NO.	FLEET NO.
<b>LOI PER D MITCHELL</b>	

<b>TITLE INSTRUCTIONS</b>	
NAME <b>WINKLER COUNTY</b>	
ADDRESS <b>P O DRAWER 0</b>	
CITY	STATE
ZIP	
<b>KERMIT, TX, 79745</b>	

<b>VEHICLE DESCRIPTION</b>		
MODEL <b>TAHO</b>	COLOR <b>SUMMIT WHITE</b>	YEAR <b>2020</b>
VIN <b>1GNLCDECOLR191991</b>	LICENSE NO.	
KEY NO. → <b>V0700</b>	TRUNK <b>V0700</b>	

<b>DESCRIPTION OF TRADE-IN</b>		
YEAR	MAKE	MODEL
VIN		LICENSE NO.
STOCK #		A.C.V.

<input type="checkbox"/> DRAFT		<input type="checkbox"/> LIEN	
LIEN HOLDER <b>NONE</b>			
DRAFT AMOUNT		DATE OF LIEN	
DRAFT THRU:			

DELIVER CAR TO:	
CONTACT:	

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.

## VEHICLE INVOICE

FACTORY INVOICE AMOUNT .....	\$ <b>42561.78</b>
DEALER INSTALLED OPTIONS	_____
DEALER MARK UP .....	_____
SUB TOTAL .....	\$ <b>42561.78</b>
LESS - TRADE-IN ALLOWANCE .....	_____
TOTAL .....	\$ <b>42561.78</b>
STATE SALES TAX .....	_____
TITLE FEE .....	_____
LICENSE FEE .....	_____
DOCUMENTARY FEE .....	<b>5.00</b>
STATE INSPECTION .....	<b>7.00</b>
DELIVERY EXPENSE .....	_____
BRIDGE AND ROAD TAX .....	_____
<b>TOTAL DUE RELIABLE CHEVROLET .....</b>	<b>\$ 42573.78</b>

**BILLING INSTRUCTIONS:**

\_\_\_\_\_ COPIES OF FACTORY INVOICE

\_\_\_\_\_ COPIES OF DEALER INVOICE

**SPECIAL INSTRUCTIONS:**

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# RELIABLE

## RICHARDSON, TEXAS

(972) 952-1500

800 N. CENTRAL EXPY. • RICHARDSON, TX 75080  
972-952-1500 • WWW.RELIABLECHEV.COM

DATE	03/28/2020
STOCK NO.	LR190025
SOLD BY	ADAMS, DOUG
INVOICE NO.	355512

SOLD TO	
ADDRESS	
CITY	STATE
P.O. NO.	FLEET NO.
LOT PER D MITCHELL	
<b>TITLE INSTRUCTIONS</b>	
NAME	
WINKLER COUNTY	
ADDRESS	
P O DRAWER 0	
CITY	STATE
KERMIT, TX, 79745	
<b>VEHICLE DESCRIPTION</b>	
MODEL	COLOR
TAHO	SUMMIT WHITE
VIN	YEAR
1GNLCDEC1LR190025	2020
KEY NO. →	TRUNK
V0700	V0700
<b>DESCRIPTION OF TRADE-IN</b>	
YEAR	MAKE
VIN	MODEL
STOCK #	LICENSE NO.
A.C.V.	A.C.V.
<input type="checkbox"/> DRAFT <input type="checkbox"/> LIEN	
LIEN HOLDER	
NONE	
DRAFT AMOUNT	DATE OF LIEN
DRAFT THRU:	
DELIVER CAR TO:	
CONTACT:	

VEHICLE INVOICE	
FACTORY INVOICE AMOUNT .....	\$ 42561.78
DEALER INSTALLED OPTIONS	_____
DEALER MARK UP .....	_____
SUB TOTAL .....	\$ 42561.78
LESS - TRADE-IN ALLOWANCE .....	_____
TOTAL .....	\$ 42561.78
STATE SALES TAX .....	_____
TITLE FEE .....	_____
LICENSE FEE .....	_____
DOCUMENTARY FEE .....	5.00
STATE INSPECTION .....	7.00
DELIVERY EXPENSE .....	_____
BRIDGE AND ROAD TAX .....	_____
<b>TOTAL DUE RELIABLE CHEVROLET .....</b>	<b>\$ 42573.78</b>

**BILLING INSTRUCTIONS:**

\_\_\_\_\_ COPIES OF FACTORY INVOICE

\_\_\_\_\_ COPIES OF DEALER INVOICE

**SPECIAL INSTRUCTIONS:**

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## Ocean Water Pools Bid Proposal

### Ocean Water Pools

4718 Royal Troon Drive

San Angelo, TX 76904

325-340-0148

[oceanwaterpools1@hotmail.com](mailto:oceanwaterpools1@hotmail.com)

City of Kermit City Swimming Pool

548 Southeast Ave

Kermit, TX 79745

April 6, 2020

**Job Description:**

- 1) Remove existing pool plaster.**
- 2) Bond coat pool shell**
- 3) Re-plaster with Marble Finish Pool Plaster White**

**Warranty: Pool finish to have a one year warranty from day of completion.**

**Slide Pool**

**Total Cost: \$17,600.00**

**Kiddie Pool**

**Total Cost: \$15,065.00**

**Tax Included**

ad

**Hope Williams**  
 1507 School St  
 Kermit, Tx 79745  
 (432) 208-7923

**James Baillie**  
 3323 N Midland Dr Ste 113-134  
 Midland, Texas 79707  
 Phone: (432) 312-9497  
 Email: jamesbailliepainting2@gmail.com

Estimate # 000001  
 Date 31/03/2020

Description	Total
Youth recreation center Will paint inside of youth centre one colour on the walls paint door jams and centre poles separate colour all prep work is included Sherwin Williams paint labour and material included on price payment on completion	\$6,000.00
<b>Subtotal</b>	<b>\$6,000.00</b>
<b>Total</b>	<b>\$6,000.00</b>

PO Box 1160  
 Cedar Crest, NM 87008-1160  
 Fax 505.281.0155  
 Toll Free 800.457-5444  
 www.exerplay.com



DATE NUMBER  
 3/31/2020 OR033120-7

**QUOTATION**

Quote Prepared for:

Purchase Order to be Issued To:

Winkler County

Exerplay, Inc  
 PO Box 1160  
 Cedar Crest, NM 87008  
 Fax copy of PO to 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE	
Common Carrier	Prepaid	JT	Kermit, TX		
ITEM	DESCRIPTION	QTY	COST	TOTAL	
Project	PLAYGROUND EQUIPMENT, SAFETY SURFACING, AND INSTALLATION - OPTION 2				
	LANDSCAPE STRUCTURES, INC.				
LSI	Smart Play Venti (5-12 years), per Design Venti with 3 CoolToppers	1	50,850.00	50,850.00	
BuyBoard	Contract #592-19		-5.00%	-2,542.50	
Freight	Freight/shipping charges (150-20-346)	1	3,840.00	3,840.00	
	PLAYGROUND EQUIPMENT				
APS	APS APS-Border12" 12" APS Playground Border with Surfacing Guide (US pat D716,113) and 1 spike	42	27.00	1,134.00	
APS	APS 100-adafullramp (1) half of APS-ADAFullRamp	1	366.00	366.00	
APS	APS APS-1'-BorderKit (2) 1' Border Section, (2) 100-filler12" & 1(2) 100-spike12"	1	87.00	87.00	
BuyBoard	Contract #592-19		-79.35	-79.35	
Freight	Freight/shipping charges (31837)	1	744.00	744.00	
	SAFETY SURFACING				
Turf	Playground Grass - No Infill, 3 rolls, 15x41, 1,845 sq/ft, Perimeter Board 166 linear feet, Safety Foam 2" 2'x4' sheet - 8 ft fall height -covers 7.71 sq ft (275 sheets)	1	21,591.00	21,591.00	
BuyBoard	Contract #592-19		-5.00%	-1,079.55	
Install	Playground Standard installation includes: 3 in of Drainage stone and compaction, use of perimeter board and staples to secure edges, application of infill when applicable, and site clean-up	1	8,590.00	8,590.00	
Freight	Freight/shipping charges (192)	1	886.00	886.00	
	INSTALLATION				
Install	Installation of Venti play structure with 3 integrated CoolToppers in Kermit, TX. Price is for installation of play equipment only. Price does not include unloading unless coordinated with installation.	1	19,407.00	19,407.00	

- NOTE - price is for normal digging conditions. If adverse digging conditions exist, an additional charge may be incurred. Trash and digging spoils are to be disposed of on site. Haul off is not included in this quote.

Quote prepared by Olivia Ramirez  
 olivia@exerplay.com

**TOTAL**

PO Box 1160  
 Cedar Crest, NM 87008-1160  
 Fax 505.281.0155  
 Toll Free 800.457-5444  
 www.exerplay.com



DATE            NUMBER  
 3/31/2020      OR033120-7

**Quote Prepared for:**

Winkler County

**Purchase Order to be Issued To:**

Exerplay, Inc  
 PO Box 1160  
 Cedar Crest, NM 87008  
 Fax copy of PO to 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE	
Common Carrier	Prepaid	JT	Kermit, TX		
ITEM	DESCRIPTION	QTY	COST	TOTAL	
Bond	Performance/Payment Bond	1	3,633.00	3,633.00	

Notes | Pricing is for the above listed equipment and installation only and does not include off loading of equipment at time of delivery, storage, security, site preparation, security fencing, or any applicable taxes or permits.

JT | For more information please contact Jeff Talley at (806) 670-4006, or jeff@exerplay.com

- PRICING IS GOOD FOR 30 DAYS -



*SL*  
landscape  
structures

## Winkler County Park Play Structure

173021F for 3D • 03.30.2020

*exerplay*



## TEXAS TRANSPORTATION COMMISSION

**J. Bruce Bugg, Jr.**  
*Chairman*

March 27, 2020

**Laura Ryan**  
*Commissioner*

The Honorable Charles Wolf  
PO Box Y  
Kermit, TX 79745-6024

**Alvin New**  
*Commissioner*

**Robert C. Vaughn**  
*Commissioner*

Dear Judge Wolf,

Yesterday, March 26, 2020, the Texas Transportation Commission (Commission) approved the submission of applications, the application timeline, and estimated available funds for the County Transportation Infrastructure Funds (CTIF) grant program for transportation infrastructure projects located in areas of the state affected by increased oil and gas production. During the 86th Legislative Session (2019), the Texas Legislature modified the existing Transportation Infrastructure Fund, referred to as CTIF, and appropriated \$250 million for the CTIF Program

This legislation and funding will enable counties in areas affected by energy-sector activities to apply for and obtain grants through the Texas Department of Transportation (TxDOT) to repair or improve county roads. The Texas Transportation Commission has expedited the process to provide funds to counties.

The Commission welcomes this opportunity to partner with you in the State's continuing efforts to address the mobility, safety and preservation of Texas' transportation system. We recognize that counties are on the front lines in the joint efforts to address the challenge of ensuring Texas continues to provide the best road system in the country to our citizens and visitors.

This program will be administered in a manner that provides counties with the ability to focus on their specific needs in relation to energy-sector activities. These activities are a large part of our State's vibrant economy; however, they do impact and damage county roads. The CTIF funds provide vital dollars to ensure that the construction and preservation of your county road system can be maintained, while providing the travelling public with enhanced safety on the roads.

The CTIF program may not provide enough funding to address all the challenges created by energy-sector activities in your county, but we believe that it does provide a mechanism for Texas counties and TxDOT to strengthen our partnership to provide Texas an effective and safer transportation experience for the traveling public.

We look forward to working with your county and advancing the efforts the Legislature has entrusted with both of our organizations. Please do not hesitate to contact me at (512) 305-9509 for additional information or your staff may contact John Jameson, TxDOT's Director of Local Government Programs at (512) 416-2152 or [John.Jameson@txdot.gov](mailto:John.Jameson@txdot.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "J. Bruce Bugg, Jr.", with a large, sweeping flourish extending to the right.

J. Bruce Bugg, Jr.

Chairman, Texas Transportation Commission

cc: Texas Transportation Commission  
James M. Bass, Executive Director  
Marc D. Williams, P.E., Deputy Executive Director  
Mary Anne Griss, Chief of Staff  
Bill Hale P.E., Chief Engineer  
Brian R. Barth P.E., Director of Project Planning and Development  
Quincy D. Allen P.E., Director of District Operations  
Trent W. Thomas, Director of State Legislative Affairs  
John C. Jameson, Director of Local Government Projects



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

March 27, 2020

The HONORABLE CHARLES M WOLF  
WINKLER COUNTY  
PO Box Y  
KERMIT, TX 79745-6024

Dear Judge Wolf:

During the 86th Regular Legislative Session (2019), the Texas Legislature passed House Bill 4280, which was signed by Governor Greg Abbott and became effective on September 1, 2019. HB 4280 modifies the existing Transportation Infrastructure Fund (Chapter 256, Texas Transportation Code), referred to as the County Transportation Infrastructure Fund (CTIF). The 86th Legislature also appropriated \$250 million for the CTIF Program, \$125 million in Senate Bill 500 from the Economic Stabilization Fund, and \$125 million in House Bill 1 (General Appropriations Act, Rider 47) from available sources of revenue to the Texas Department of Transportation (TxDOT). This funding will enable counties in areas affected by energy-sector activities to apply for and obtain grants through TxDOT to repair or improve county roads. On February 27, 2020, the Texas Transportation Commission adopted rules to comply with the statutory changes in HB 4280.

As outlined in HB 4280 and TxDOT rules, grant funding will be distributed to each county according to the following formula: 10% - weight tolerance permits, 20% - oil and gas production taxes, 45% - horizontal well completion, 15% - vertical well completions, and 10% - volume of oil and gas waste injected. The methodology and data used to develop the allocations under the formula were determined by the Texas Department of Motor Vehicles, the Texas Comptroller of Public Accounts, and the Railroad Commission of Texas, respectively.

The estimated allocation for each county in the state, assuming all 254 counties apply, will be provided as part of the NOTICE OF REQUEST FOR APPLICATIONS FOR COUNTY TRANSPORTATION INFRASTRUTURE FUND GRANT PROGRAM included with this letter. Actual grant awards may vary from the estimate. Accordingly, it is estimated that Winkler County is eligible for a minimum grant award of \$3,319,721. The total grant award to your county will not be known until the application period closes and all applications are reviewed by TxDOT. TxDOT will then provide a written notice to each applicant that states the amount of the grant award. TxDOT will begin accepting electronically submitted applications on Monday, April 27, 2020. The application period will end Wednesday, May 27, 2020.

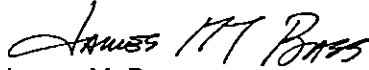
OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer



Please visit [www.txdot.gov](http://www.txdot.gov), keyword search "county infrastructure" for updates on CTIF. If you need additional information, please contact, John Jameson in our Local Government Projects Section at (512) 416-2152 or by email at [John.Jameson@txdot.gov](mailto:John.Jameson@txdot.gov), or Trent Thomas in our State Legislative Affairs Section at (512) 463-6397 or by email at [Trent.Thomas@txdot.gov](mailto:Trent.Thomas@txdot.gov).

Sincerely,



James M. Bass  
Executive Director

CC: Texas Transportation Commission  
Marc D. Williams, P.E., Deputy Executive Director, TxDOT  
Mary Anne Griss, Chief of Staff, TxDOT  
Bill Hale P.E., Chief Engineer, TxDOT  
Brian R. Barth P.E., Director of Project Planning and Development, TxDOT  
Quincy D. Allen P.E., Director of District Operations, TxDOT  
Trent W. Thomas, State Legislative Affairs, TxDOT  
John C. Jameson, Transportation Programs Division, TxDOT

# NOTIFICATION

\*\*\*\*\*  
NOTICE OF REQUEST FOR APPLICATIONS FOR COUNTY TRANSPORTATION  
INFRASTRUCTURE FUND GRANT PROGRAM  
\*\*\*\*\*

On February 27, 2020, the Texas Transportation Commission (commission) adopted rules, codified as Title 43 Texas Administrative Code §§15.180 - 15.197 (rules), that prescribe the policies and procedures governing the Texas Department of Transportation's (TxDOT) implementation of the County Transportation Infrastructure Fund Grant Program (program) under Transportation Code, Chapter 256, Subchapter C. Pursuant to the program, TxDOT will administer a grant program using the transportation infrastructure fund and **provide funding to eligible counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production.**

On March 26, 2020, the commission specified the period of time in fiscal year 2020 for submission of grant applications for the program, and the total amount of grant money available for the designated period.

This NOTICE OF REQUEST FOR APPLICATIONS is being sent to the county judge of each county in the state pursuant to the rules. Applications are required to be submitted electronically by email to TxDOT at [CTIF2020@txdot.gov](mailto:CTIF2020@txdot.gov). The grant application form, a copy of this notice, and all other information for the program is also available on the TxDOT website at <https://www.txdot.gov/government/funding/county-fund.html>. This notification and information are provided to each county:

APPLICATION PERIOD: April 27, 2020 – May 27, 2020

*Any county application submitted before April 27, 2020, will be deemed received by TxDOT on April 27, 2020, for purposes of TxDOT's review timeline under the applicable statute and rules.*

*NO application will be accepted after May 27, 2020.*

ESTIMATED GRANT FUNDS AVAILABLE: \$250,000,000

ENCLOSURES:

1. Grant Application Form
2. List of Transportation Infrastructure Projects (Prioritized List)
3. Estimated allocation for each county in the state - *Estimate assumes all 254 counties will be eligible and apply; actual grant awards may vary from the estimate*
4. List of "economically disadvantaged counties." - *Determined pursuant to Transportation Code, § 222.053.*

**APPLICATION**

Name of County \_\_\_\_\_ Date of Submission \_\_\_\_\_

**County Contact Information**

Contact Person _____	Title _____
Mailing Address _____	Email Address _____
City, State _____	Phone # _____
Zip Code _____	Fax # _____

**Eligibility and Certification Requirements** (check all applicable items below)

- County is entirely or partially in an area affected by increased oil and gas production.
- County  did or  did not previously receive a CTIF grant under the 2014 program call. If county did receive a previous CTIF grant, please complete Items 3, 4, 5 and 6, and the remaining application sections. If the county did not receive a previous CTIF grant, please skip Items 3, 4, 5 and 6, and complete the remaining application sections.
- Amount of 2014 CTIF grant award. \$ \_\_\_\_\_
- Amount of 2014 CTIF grand award expended, including any administrative costs. \$ \_\_\_\_\_
- Unexpended or pending expenditure amounts from 2014 CTIF grant award. \$ \_\_\_\_\_
- County certifies that all previous CTIF grants have been or are being spent in accordance with the applicable project plan under the 2014 CTIF award.

**Project Funding**

<b>Total Grant</b> (estimated cost of all projects)	\$ _____	1
<b>Total Matching Funds by the County</b>	_____ % \$ _____	2
<i>Percentage of county match must be at least 20% of Line 1 (or 10% if Economically Disadvantaged County)</i>	<i>Sum of lines 2A through 2D</i>	
	<i>This is the amount of funds the county will provide</i>	

Sources of Matching Funds for Listed Projects

(List additional potential sources, such as donations and federal funds, if any)

County Funds _____	Amount \$ _____	2A
Other Sources _____	Amount \$ _____	2B
_____	Amount \$ _____	2C
_____	Amount \$ _____	2D

<b>Total Amount of Grant Award Requested</b>	\$ _____	3
	<i>Subtract line 2 from line 1</i>	
	<i>This is the amount of grant funds the county is requesting</i>	

**Signature**

County Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Instructions for Completion of Application**

The following instructions and information regarding the County Transportation Grant Fund Program – 2020 Program Call (CTIF program or program) will be utilized in completing and submitting the required application documents.

The completed application documents must be submitted electronically to TxDOT at [CTIF2020@txdot.gov](mailto:CTIF2020@txdot.gov).

A county may request the use of TxDOT's computer system at any district office location to complete and submit the application documents.

A complete application includes the following three documents:

1. Application form;
2. List of Prioritized Projects; and
3. County road condition report for the preceding year as described by Texas Transportation Code Sections 251.005 and 251.018.

Note that the Application form and the List of Prioritized Projects can be downloaded electronically from TxDOT at <https://www.txdot.gov/government/funding/county-fund.html>.

## **Application Form Information**

A county must indicate under the "Eligibility and Certification Requirements" section whether it received CTIF grant funds under the prior 2014 CTIF program. If the county did receive any such funds, it must provide the funding information requested in items 3-5 of the section and make the certification required in item 6. (Note that this information will not affect any grant allocation under the current program so long as the county provides the certification in item 6).

A county must complete the "Project Funding" section and identify the matching funds to be provided by the county and additionally identify any other potential sources of funding available. County matching funds must be at least 20 percent of the total grant amount or at least 10 percent of the total grant amount if the county has been identified as an Economically Disadvantaged County by the Texas Transportation Commission.

## **Prioritized List Information**

- A county must include as part of its application a list of prioritized projects that includes:
  - a prioritized list of transportation infrastructure projects (project or projects) to be funded by the program (utilize the attached List of Transportation Projects form);
  - descriptions of the scope of each project and the proposed project work, an implementation plan, a schedule of proposed activities, and estimates of project costs; and
  - the total amount of program funds being requested.



# TEXAS DEPARTMENT OF TRANSPORTATION

## COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM - 2020 Program Call

COUNTY:

\_\_\_\_\_

Choose county from drop down menu

### LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

Make sure to prioritize your county's projects and put them in order of most importance to least importance. Total project cost will equal the total grant as reflected in the application (including engineering, right-of-way and utility costs, construction, inspection, etc., as applicable).

TxDOT District:

\_\_\_\_\_

Economically Disadvantaged\*:

\_\_\_\_\_

\*If your county is an "economically disadvantaged county" as determined by Transportation Code 222.053, the State Share will be 90% of the allowable Total Project Cost. If your county is not "economically disadvantaged," the State Share will be 80%. Upon selection of county name from drop down list, economically disadvantaged status populates automatically. A list of economically disadvantaged counties can be found at <http://ftp.dot.state.tx.us/pub/txdot-info/energy/edc-2020.pdf>.

Project Priority Number	PROJECT INFORMATION			EXISTING ROADWAY		IMPLEMENTATION SCHEDULE			ESTIMATE				FUNDING	
	Roadway Name or Designation	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Engineering	ROW/Utilities	Construction	Estimated Total Project Cost	State Share <sup>1</sup>	County Share
EX.#1	CR 2	From Main Street to 2 miles East of Driller Drive	2" Overlay and spot base repair	2-lane Rural	Asphalt	Competitive Bid	09/2020	06/2021	\$ 50,000	\$ 20,000	\$ 1,680,000	\$ 1,750,000	\$ 1,400,000	\$ 350,000
EX.#2	CR 1041	From SH 37 to CR 2051	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Un-surfaced	County Forces	05/2020	07/2020	\$	\$	\$ 250,000	\$ 250,000	\$ 200,000	\$ 50,000

Your County's Prioritized Project List:

1									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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# TEXAS DEPARTMENT OF TRANSPORTATION

Project Priority Number	PROJECT INFORMATION			EXISTING ROADWAY		IMPLEMENTATION SCHEDULE			ESTIMATE				FUNDING		
	Roadway Name or Designation	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Engineering	ROW/Utilities	Construction	Estimated Total Project Cost	State Share <sup>1</sup>	County Share	
32									\$	-	\$	-	\$	-	\$
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81									\$	-	\$	-	\$	-	\$
82									\$	-	\$	-	\$	-	\$



# TEXAS DEPARTMENT OF TRANSPORTATION

Project Priority Number	Roadway Name or Designation	Project Limits	Scope / Type of Work	EXISTING ROADWAY		IMPLEMENTATION SCHEDULE		ESTIMATE				FUNDING				
				Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Engineering	ROW/Utilities	Construction	Estimated Total Project Cost	State Share <sup>1</sup>	County Share		
.83																
.84																
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.98																
.99																
.100																
Totals																

## 2020 CTIF Program Call

### Grant Allocation - Assumes all 254 Counties Apply

County	County Allotment (\$)	County	County Allotment (\$)
ANDERSON	\$ 172,694	CONCHO	\$ 131,322
ANDREWS	\$ 5,759,451	COOKE	\$ 447,954
ANGELINA	\$ 315,978	CORYELL	\$ 84,336
ARANSAS	\$ 147,754	COTTLE	\$ 72,373
ARCHER	\$ 564,385	CRANE	\$ 1,629,347
ARMSTRONG	\$ 75,800	CROCKETT	\$ 1,068,585
ATASCOSA	\$ 2,180,304	CROSBY	\$ 550,722
AUSTIN	\$ 255,533	CULBERSON	\$ 3,985,035
BAILEY	\$ 74,942	DALLAM	\$ 78,051
BANDERA	\$ 78,794	DALLAS	\$ 143,285
BASTROP	\$ 146,341	DAWSON	\$ 609,489
BAYLOR	\$ 72,309	DE WITT	\$ 5,941,363
BEE	\$ 230,080	DEAF SMITH	\$ 82,422
BELL	\$ 99,964	DELTA	\$ 71,230
BEXAR	\$ 208,119	DENTON	\$ 533,771
BLANCO	\$ 87,378	DICKENS	\$ 108,190
BORDEN	\$ 1,068,155	DIMMIT	\$ 7,194,388
BOSQUE	\$ 101,038	DONLEY	\$ 72,367
BOWIE	\$ 74,633	DUVAL	\$ 432,081
BRAZORIA	\$ 699,812	EASTLAND	\$ 171,301
BRAZOS	\$ 816,444	ECTOR	\$ 4,682,088
BREWSTER	\$ 60,133	EDWARDS	\$ 250,865
BRISCOE	\$ 65,595	EL PASO	\$ 60,085
BROOKS	\$ 275,541	ELLIS	\$ 141,214
BROWN	\$ 162,912	ERATH	\$ 106,389
BURLESON	\$ 1,934,469	FALLS	\$ 95,541
BURNET	\$ 90,324	FANNIN	\$ 104,805
CALDWELL	\$ 848,543	FAYETTE	\$ 464,429
CALHOUN	\$ 180,403	FISHER	\$ 353,106
CALLAHAN	\$ 152,727	FLOYD	\$ 70,436
CAMERON	\$ 105,601	FOARD	\$ 88,781
CAMP	\$ 83,986	FORT BEND	\$ 398,648
CARSON	\$ 143,259	FRANKLIN	\$ 194,182
CASS	\$ 158,367	FREESTONE	\$ 338,401
CASTRO	\$ 79,380	FRIO	\$ 1,030,608
CHAMBERS	\$ 467,373	GAINES	\$ 2,871,299
CHEROKEE	\$ 320,903	GALVESTON	\$ 178,865
CHILDRESS	\$ 72,306	GARZA	\$ 514,982
CLAY	\$ 235,120	GILLESPIE	\$ 71,909
COCHRAN	\$ 668,361	GLASSCOCK	\$ 5,482,609
COKE	\$ 243,342	GOLIAD	\$ 280,461
COLEMAN	\$ 165,607	GONZALES	\$ 3,832,906
COLLIN	\$ 119,836	GRAY	\$ 217,084
COLLINGSWORTH	\$ 68,350	GRAYSON	\$ 295,902
COLORADO	\$ 304,534	GREGG	\$ 607,677
COMAL	\$ 116,146	GRIMES	\$ 176,974
COMANCHE	\$ 88,673	GUADALUPE	\$ 1,050,179



## 2020 CTIF Program Call

### Grant Allocation - Assumes all 254 Counties Apply

County	County Allotment (\$)	County	County Allotment (\$)
HALE	\$ 182,333	LAVACA	\$ 1,154,705
HALL	\$ 67,375	LEE	\$ 434,007
HAMILTON	\$ 81,586	LEON	\$ 326,532
HANSFORD	\$ 267,985	LIBERTY	\$ 304,802
HARDEMAN	\$ 236,284	LIMESTONE	\$ 217,074
HARDIN	\$ 325,359	LIPSCOMB	\$ 441,462
HARRIS	\$ 390,036	LIVE OAK	\$ 2,120,801
HARRISON	\$ 868,710	LLANO	\$ 69,787
HARTLEY	\$ 133,582	LOVING	\$ 11,033,450
HASKELL	\$ 231,065	LUBBOCK	\$ 177,016
HAYS	\$ 103,210	LYNN	\$ 102,318
HEMPHILL	\$ 737,345	MADISON	\$ 421,046
HENDERSON	\$ 189,645	MARION	\$ 160,426
HIDALGO	\$ 450,684	MARTIN	\$ 11,478,440
HILL	\$ 122,265	MASON	\$ 71,172
HOCKLEY	\$ 2,105,646	MATAGORDA	\$ 257,055
HOOD	\$ 195,598	MAVERICK	\$ 335,831
HOPKINS	\$ 97,004	MCCULLOCH	\$ 87,001
HOUSTON	\$ 243,042	MCLENNAN	\$ 110,701
HOWARD	\$ 8,514,436	MCMULLEN	\$ 3,012,017
HUDSPETH	\$ 70,838	MEDINA	\$ 185,038
HUNT	\$ 104,281	MENARD	\$ 80,706
HUTCHINSON	\$ 301,888	MIDLAND	\$ 18,331,577
IRION	\$ 2,297,870	MILAM	\$ 509,838
JACK	\$ 866,150	MILLS	\$ 66,064
JACKSON	\$ 1,109,229	MITCHELL	\$ 358,702
JASPER	\$ 173,091	MONTAGUE	\$ 365,179
JEFF DAVIS	\$ 111,196	MONTGOMERY	\$ 595,455
JEFFERSON	\$ 329,818	MOORE	\$ 555,505
JIM HOGG	\$ 119,645	MORRIS	\$ 77,304
JIM WELLS	\$ 209,769	MOTLEY	\$ 102,592
JOHNSON	\$ 360,356	NACOGDOCHES	\$ 358,946
JONES	\$ 240,779	NAVARRO	\$ 159,360
KARNES	\$ 10,960,297	NEWTON	\$ 164,431
KAUFMAN	\$ 131,104	NOLAN	\$ 382,540
KENDALL	\$ 79,973	NUECES	\$ 285,792
KENEDY	\$ 273,834	OCHILTREE	\$ 564,707
KENT	\$ 602,222	OLDHAM	\$ 112,023
KERR	\$ 79,026	ORANGE	\$ 177,217
KIMBLE	\$ 74,805	PALO PINTO	\$ 352,829
KING	\$ 278,203	PANOLA	\$ 1,722,487
KINNEY	\$ 71,201	PARKER	\$ 224,070
KLEBERG	\$ 192,986	PARMER	\$ 76,721
KNOX	\$ 111,958	PECOS	\$ 4,370,122
LA SALLE	\$ 7,199,385	POLK	\$ 391,199
LAMAR	\$ 77,046	POTTER	\$ 239,102
LAMB	\$ 137,493	PRESDIO	\$ 57,266
LAMPASAS	\$ 81,561	RAINS	\$ 79,686

## 2020 CTIF Program Call

### Grant Allocation - Assumes all 254 Counties Apply

County	County Allotment (\$)	County	County Allotment (\$)
RANDALL	\$ 81,934	WALLER	\$ 205,914
REAGAN	\$ 7,576,891	WARD	\$ 5,009,206
REAL	\$ 69,760	WASHINGTON	\$ 585,929
RED RIVER	\$ 81,620	WEBB	\$ 5,711,300
REEVES	\$ 20,974,733	WHARTON	\$ 430,027
REFUGIO	\$ 843,743	WHEELER	\$ 436,556
ROBERTS	\$ 423,284	WICHITA	\$ 1,074,247
ROBERTSON	\$ 402,511	WILBARGER	\$ 377,097
ROCKWALL	\$ 108,032	WILLACY	\$ 129,041
RUNNELS	\$ 200,256	WILLIAMSON	\$ 103,801
RUSK	\$ 1,111,470	WILSON	\$ 398,683
SABINE	\$ 74,190	WINKLER	\$ 3,319,721
SAN AUGUSTINE	\$ 700,044	WISE	\$ 840,637
SAN JACINTO	\$ 165,222	WOOD	\$ 619,038
SAN PATRICIO	\$ 438,371	YOAKUM	\$ 3,528,241
SAN SABA	\$ 65,835	YOUNG	\$ 536,075
SCHLEICHER	\$ 159,552	ZAPATA	\$ 171,257
SCURRY	\$ 2,821,302	ZAVALA	\$ 782,367
SHACKELFORD	\$ 337,409		
SHELBY	\$ 434,941		
SHERMAN	\$ 232,023		
SMITH	\$ 464,973		
SOMERVELL	\$ 105,616		
STARR	\$ 454,695		
STEPHENS	\$ 1,049,627		
STERLING	\$ 246,461		
STONEWALL	\$ 532,757		
SUTTON	\$ 95,761		
SWISHER	\$ 76,300		
TARRANT	\$ 735,491		
TAYLOR	\$ 216,908		
TERRELL	\$ 117,253		
TERRY	\$ 457,511		
THROCKMORTON	\$ 320,277		
TITUS	\$ 159,482		
TOM GREEN	\$ 291,823		
TRAVIS	\$ 113,171		
TRINITY	\$ 115,914		
TYLER	\$ 209,496		
UPSHUR	\$ 452,934		
UPTON	\$ 7,209,844		
UVALDE	\$ 111,016		
VAL VERDE	\$ 78,535		
VAN ZANDT	\$ 210,590		
VICTORIA	\$ 671,981		
WALKER	\$ 178,291		

# EXHIBIT A

## Economically Disadvantaged Counties FY 2020



FY 2020 Eligible Counties	
Angelina County	Madison County
Bastrop County	Marion County
Bee County	Matagorda County
Bowie County	Maverick County
Brooks County	Milam County
Caldwell County	Mitchell County
Calhoun County	Newton County
Cameron County	Panola County
Camp County	Pecos County
Cass County	Polk County
Cherokee County	Presidio County
Cochran County	Red River County
Crane County	Robertson County
Dawson County	Rusk County
Duval County	Sabine County
El Paso County	San Augustine County
Floyd County	San Jacinto County
Franklin County	Shelby County
Freestone County	Starr County
Grimes County	Stephens County
Hale County	Terry County
Hall County	Titus County
Harrison County	Trinity County
Haskell County	Tyler County
Hidalgo County	Upshur County
Hudspeth County	Uvalde County
Jasper County	Val Verde County
Jim Hogg County	Walker County
Jim Wells County	Waller County
Jones County	Wharton County
Kleberg County	Wilbarger County
Lamb County	Willacy County
Leon County	Wood County
Liberty County	Zapata County
Limestone County	Zavala County



TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL

**CLAIM DEDUCTIBLE INVOICE**

Via E-Mail: jwillhelm@co.winkler.tx.us  
Attn: Ms. Jeanna Willhelm  
Winkler County  
PO Box O  
Kermit, TX 79745-6014

**Balance Due Upon Receipt**

Invoice #: NRDD-0005949  
Invoice Date: 03/19/2020  
Claim #: PO20197554-1  
Member ID: 2480

Deductible payment is due.

Description	Amount Due
Claim PO20197554-1: Invoice for Deductible Subsidiary/office associated with claim: Sheriff Date of Loss: 12/13/2019 Claimant: Jackie Redmon	\$2,125.50
Total Policy Deductible Amount per Claim	\$5,000.00
Total Amount Received to Date	\$0.00
<b>Total Amount Due</b>	<b>\$2,125.50</b>

Total amount due may be less than deductible amount depending on claim payments made.

**Claim Deductible Payment Remittance Form**

Attn: Ms. Jeanna Willhelm  
Winkler County  
PO Box O  
Kermit, TX 79745-6014

Invoice Date: 03/19/2020  
Invoice #: NRDD-0005949  
Claim #: PO20197554-1  
Amount Due: \$2,125.50

Amount Enclosed: \_\_\_\_\_

If the total amount enclosed is not \$2,125.50,  
please use the notes section below to explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please make checks payable to (include invoice #):  
Texas Association of Counties Risk Management Pool  
PO Box 2426  
San Antonio, TX 78298-9900

**WINKLER COUNTY****PURCHASE ORDER**

100 E WINKLER  
 KERMIT, TX 79745  
 Phone 432-586-3161 Fax 432-586-3223

The following number must appear on all related  
 correspondence, shipping papers, and invoices:  
**P.O. NUMBER: 021918**

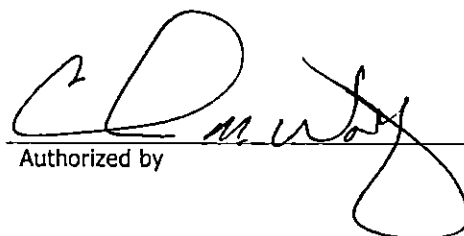
**TO:**  
**FIREHOUSE INNOVATIONS COPR**

**SHIP TO:**  
**WINK BARN**  
**405 N PYOTE**  
**WINK, TX 79789**  
**432-208-0646**

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
	ROBBIE WOLF			30 days after received

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		FORCIBLE ENTRY DOOR SIMULATOR	6500.00	6500.00
1		CUTTING STATION	250.00	250.00
1		BATTERING RAM ATTACHMENT	450.00	450.00
			SUBTOTAL	7200.00
			SALES TAX	
			SHIPPING & HANDLING	1225.00
			OTHER	
			TOTAL	8425.00

- Send all correspondence to:  
 JEANNA WILLHELM  
 P O DRAWER O  
 KERMIT, TX 79745  
 Phone 432-586-3161 Fax 432-586-3223

  
 Authorized by \_\_\_\_\_ Date 3-20-2020



Remit to

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

INVOICE

Date	Invoice
3/17/2020	15681533
Order Number 15681533	

**Bill To** DWIN425

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

(432) 586-3161

**Ship To** DWIN425

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

(432) 586-3161  
 AVERITT 9509061870

<b>Purchase Order Number</b>	<b>Terms</b>	<b>Order Date</b>	<b>Salesperson</b>
JOHN	Due Date 04/16/2020	3/13/2020	449

Invoice Emailed: Y

Special Instruction:

Quantity Ordered	Shipped	Item Number	Description	Tax	Invoiced		
					Unit Price	Unit	Amount
1	1	DX28190505	Fome-Kil Defoamer - 1 qt Pack Size 12/1 qt	N	77.88	CS	77.88
5	5	GD3015RR	Escalade 2 Herbicide - 2.5 gal Pack Size 2/2.5 gal	N	420.58	CS	2102.90
1	1	MSR11979374	Roundup PROMAX - 2.5 gal Pack Size 2/2.5 gal	N	203.20	CS	203.20
6	6	SY44907	Resolute 4FL Herbicide - 1 gal	N	78.52	99	471.12
1	1	MT4697	Martin's Gopher Bait 50 - 45 lb Pack Size Pk/1	N	178.48	DM	178.48
<p>Net Amount of 3,033.58 Due on 04/16/2020</p> <p>You Saved 200.54 on this order</p>					<p>RECEIVED                  MAR 19 2020                  AUDITOR'S OFFICE</p>		
<p>Total Calculated weight 475.60 Lbs                  Total pieces 14</p>					<p>per John Leavitt -                  all this belongs                  to PREC # 3</p>		
<p><i>Hope Williams</i>                  Agenda 4/13/20                  102099990</p>					<p>3033.58</p>		

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

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

Cash payments can not be accepted by drivers and salesmen

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

<b>Non Taxable Subtotal</b>	3,033.58
<b>Taxable Subtotal</b>	.00
<b>Tax</b>	.00
<b>Total Invoice</b>	3,033.58

7206

Atascosa Materials LLC

PO Box 215  
Pleasanton Tx 78064  
830-569-3871

Date	Invoice #
3/26/2020	13999

Bill To
Winkler County Drawer O Kermit Kermit, TX 79745

P.O. No.	Terms	Job Name
	Net 30	Golf Course

Quantity	Description	Item	Price	Amount
48.98	Tons - 3/26/20 Tickets 2185 595553 <i>Top Dressing Material</i>	Top Dressing	85.25	4,175.55

GC

RECEIVED  
MAR 27 2020  
OKV per John Leavitt

Agenda 4/13/2020  
AUDITOR'S OFFICE

2130900

Subtotal	\$4,175.55
Sales Tax (6.75%)	✓ \$0.00
<b>Total</b>	<b>\$4,175.55</b>

A late charge of 1.5% will be charged on all past due invoices not paid in accordance to our terms. Thank you for your business.



# Parsons Commercial Roofing, Inc

## Serving the Building Industry Since 1948

Home Office: P.O. Box 21835 Waco, TX 76702-1835 • Fax (254) 881-1995 • www.parsonsroofing.com  
Waco (254) 881-1733 • Temple (254) 773-3777 • Killeen 254-554-5888 • Austin (512) 264-0606 • Dallas (214) 361-0174  
San Antonio (210) 340-1610 • Toll Free (877) 881-1733

Submitted To: Winkler County Attn: Bobby Thomspn ("Purchaser") Date: 10/2/2019  
Street: 100 E. Winkler St. Job Name: Courthouse  
City, State, Zip: Kemit, TX 79745 Job Location: 100 E Winkler St. Kemit, TX 79745  
Telephone: (432) 208-7923 Contractors Work To Begin: TBD  
E-Mail Address: \_\_\_\_\_ Salesman: Kevin Strain  
Fax: \_\_\_\_\_

Subject to a prompt acceptance within 30 days from above date, and further subject to all terms and conditions on the front side hereof.  
PARSONS COMMERCIAL ROOFING, INC. ("Contractor") Proposes to furnish materials and labor as hereafter specified for the "Work" described as follows:

### Scope Of Work:

1. Remove debris from roof area.
  2. Install 1/2" expanded polystyrene (EPS) insulation over existing roofing system, fastening in accordance with roofing manufacturer.
  3. Contractor shall furnish and mechanically fasten, a white 40 mil single-ply membrane roofing system that is fabricated of a wet inserted low-shrink, anti-wicking polyester fabric and has a thermoplastic coating material laminated to both sides as manufactured by Duro-Last Roofing, Inc.
  4. Install prefabricated flashings around all curbs, deck penetrations and drains in accordance with membrane manufacturer specifications.
  5. Terminate new Duro-Last wall flashing on backside of parapet wall under existing coping stone.
  6. Dispose of all debris in an approved facility in accordance with all local, state and federal regulations.
  7. Includes, as Issued by manufacturer, a 15 year Labor and Material Warranty which includes liability of consequential damages.
  8. Includes all Workmen Compensation and General Liability Insurance.
- |  |            |
|--|------------|
| Option: Install a 50mil Duro-Last roof with a 20 year NDL warranty, please add to base bid | \$2,235.00 |
|--|------------|

The Contract sum due Contractor for the Work is: \_\_\_\_\_ Base Bid \$46,518.00  
Terms: 50% draw upon order of materials and balance due upon completion Sales Tax (not included)

## Parsons Commercial Roofing, Inc

By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

ACCEPTANCE: The undersigned ("Purchaser") by execution hereof accepts this document and all of its terms and conditions contained herein and on the front side hereof as a binding contract.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

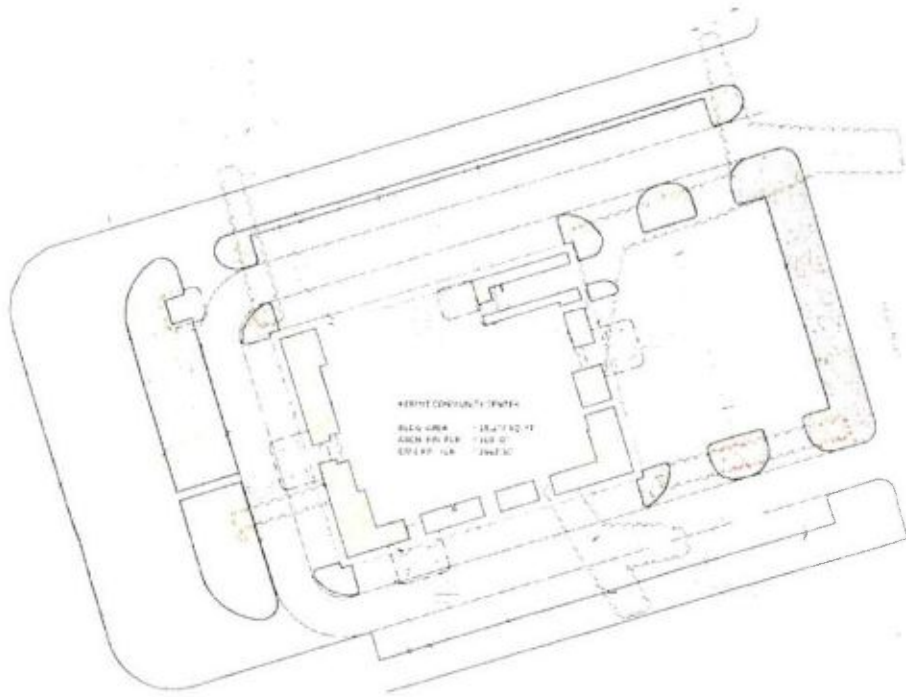
THIS INSTRUMENT was acknowledged before me on \_\_\_\_\_ By: \_\_\_\_\_

Notary Public in and for The State of Texas

My Commission Expires: \_\_\_\_\_

STANDARD





PARKING TABULATION

SITE PLAN NOTES

SITE PLAN LEGEND

**LEVEL**  
**5**  
**design group**  
 101 S. Main  
 Winkler, TX 76791  
 817.251.1226

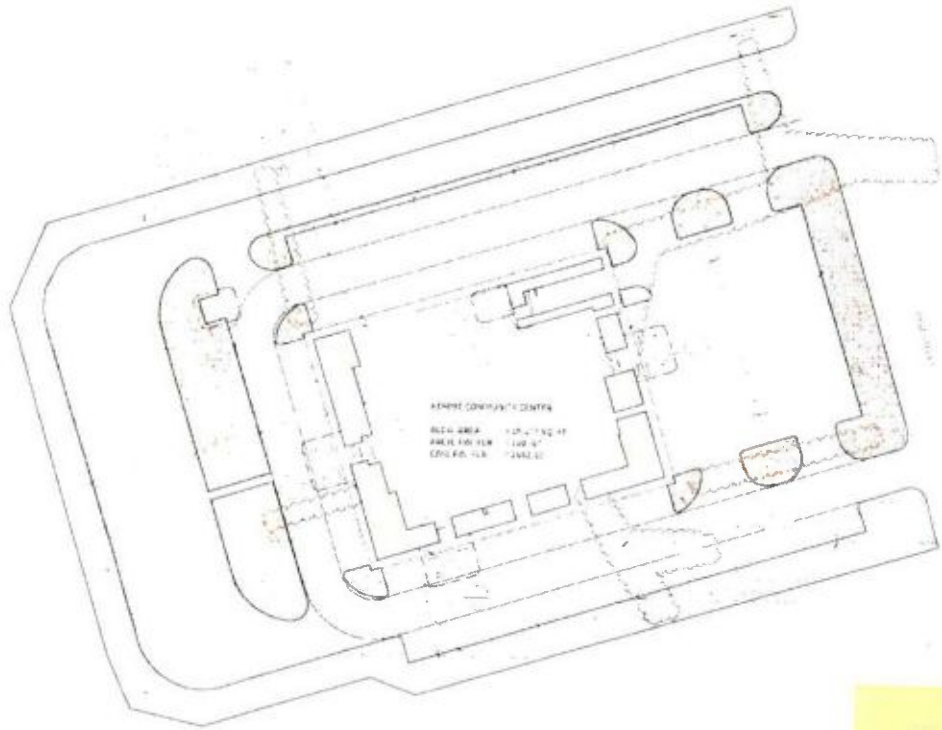


WINKLER COUNTY  
  
 NEW KERMIT  
 COMMUNITY  
 CENTER  
  
 S. EAS AVE  
 KERMIT, TX 76745



ARCHITECTURAL  
 SITE PLAN

A101



NEW KERMIT COMMUNITY CENTER  
 AREA AREA 110' x 110' 40"  
 PERIMETER PERIMETER 110' x 110' 40"  
 PERIMETER PERIMETER 110' x 110' 40"

PARKING TABULATION

SITE PLAN NOTES

SITE PLAN LEGEND

LEVEL 5

design group

ARCHITECTS

1018 W. 19th St.  
Kermit, TX 79745  
Tel: 409.885.1111



WINKLER COUNTY

NEW KERMIT COMMUNITY CENTER

S EAST AVE  
KERMIT, TX 79745



ARCHITECTURAL SITE PLAN

A101

1 ARCHITECTURAL SITE PLAN

48,287 + 43,100

Hydro model

Outside irrigation

# LEGEND

COMMON NAME	QTY	SIZE
FLOWER, GRASS		
GRASS, MULHY PINK	17	1 GAL
SHRUB, EVERGREEN BROADLEAF		
LANTANA, GOLDMOUND	30	1 GAL
SAGE, TEXAS RANGER	37	3 GAL
YUCCA, RED	29	3 GAL
TREE, DECIDUOUS		
ELM, CEDAR	9	30 GAL
PISTACHE, CHINESE	9	30 GAL
WILLOW, DESERT	9	30 GAL

*Palo Verde*



- PARKING TABULATION
- SITE PLAN NOTES
- SITE PLAN LEGEND

**LEVEL 5**  
design group  
ARCHITECTURAL & INTERIOR DESIGN  
5 EAST AVE  
KERMIT, TX 79745



WINKLER COUNTY  
NEW KERMIT COMMUNITY CENTER  
5 EAST AVE  
KERMIT, TX 79745



ARCHITECTURAL SITE PLAN

**A101**

79,000 + 43,100  
122,100



OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

# CHANGE ORDER 10

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

**CHANGE ORDER NUMBER:** KCC-CO-010  
**DATE:** 4/3/2020  
**ARCHITECT'S PROJECT NO:** 18-03  
**CONTRACT DATE:** 4/8/2019  
**CONTRACT FOR:** Kermit Community Center

The Contract is Changed as follow:  
 This change order includes the following item that will be added to the contract:

Labor and material to provide outdoor kitchen supports for counter tops. \$3,900.00

Bond increase	\$ 448.50
RRC OP	\$ 585.00
<b>Total</b>	<b>\$4,933.50</b>

**Not valid until signed by the Owner and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$3,957,000.00
Net change by previously authorized Change Orders _____	\$419,095.59
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$4,376,095.59
The (Contract Sum) (Guaranteed Maximum Price) will be <span style="border: 1px solid black; padding: 2px;">increased</span> _____	
by this Change Order in the amount of _____	\$4,933.50
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$4,381,029.09

The contract Time will be increased by: 1 | 0 days.  
 The date of Substantial Completion as of the date of this Change Order therefore is \_\_\_\_\_

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

Level 5 Design Group  
 ARCHITECT  
 104 S. Main  
 ADDRESS  
 Mansfield, Tx 76063

RRC Construction  
 CONTRACTOR  
 10617 West CR 72  
 ADDRESS  
 Midland, TX 79707

Winkler County  
 OWNER  
 100 East Winkler Street  
 ADDRESS  
 Kermit, TX 79745

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_



OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

# CHANGE ORDER 11

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

**CHANGE ORDER NUMBER:** KCC-CO-011  
**DATE:** 4/3/2020  
**ARCHITECT'S PROJECT NO:** 18-03  
**CONTRACT DATE:** 4/8/2019  
**CONTRACT FOR:** Kermit Community Center

The Contract is Changed as follow:  
 This change order includes the following item that will be added to the contract:

Provide necessary labor and material to install 2-- dedicated circuits to warming kitchen (140) for double oven. \$1,700	\$ 1,700.00
Provide necessary labor and material to install 1-- outlet for tv in room 136 tapping existing circuits	\$ 450.00
Provide necessary labor and material to install 1- outlet for tv in room 138 tapping existing circuits. Note: This is based on running mc for the circuits.	
Bond increase	\$ 258.00
RRC OP	\$ 430.00
<b>Total</b>	<b>\$2,838.00</b>

**Not valid until signed by the Owner and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$3,957,000.00
Net change by previously authorized Change Orders _____	\$426,609.09
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$4,383,609.09
The (Contract Sum) (Guaranteed Maximum Price) will be <span style="border: 1px solid black; padding: 2px;">increased</span>	
by this Change Order in the amount of _____	\$2,838.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$4,386,447.09

The contract Time will be increased by: 0 days.  
 The date of Substantial Completion as of the date of this Change Order therefore is \_\_\_\_\_

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

Level 5 Design Group  
 ARCHITECT  
 104 S. Main  
 ADDRESS  
 Mansfield, Tx 76063

RRC Construction  
 CONTRACTOR  
 10617 West CR 72  
 ADDRESS  
 Midland, TX 79707

Winkler County  
 OWNER  
 100 East Winkler Street  
 ADDRESS  
 Kermit, TX 79745

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_



OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

**PROPOSED CHANGE ORDER**

**PROJECT:** Wink Community Center  
 NW 2nd & N. Oaklawn Drive  
 Wink, TX 79789

**TO OWNER:** Winkler County  
 100 East Winkler Street  
 Kermit, TX 79745

**CHANGE ORDER NUMBER:** WCC-CO-008

**DATE:** 3/4/2020

**ARCHITECT'S PROJECT NO:** 18-02

**CONTRACT DATE:** 4/8/2019

**CONTRACT FOR:** Wink Community Center

The Contract is Changed as follow:  
 This change order includes the following item that will be deducted to the contract:

Deduct for material added in to change order 7 that was already stored on-site.	\$ (2,000.00)
Deduct Labor to install 3 coats of epoxy in party room (108) floor per clients request.	\$ (400.00)
Deduct Labor to install cove base throughout building per clients request.	\$ (402.00)
Winkler Community will be keeping the material already on-site and will finish out flooring and base installation after C/O.	
	RRC OP \$ (400.00)
	Bond \$ (200.00)
	Total \$ (3,402.00)

**Not valid until signed by the Owner and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$1,809,000.00
Net change by previously authorized Change Orders _____	\$78,765.49
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$1,887,765.49
The (Contract Sum) (Guaranteed Maximum Price) will be <span style="border: 1px solid black; padding: 2px;">decreased</span>	
by this Change Order in the amount of _____	-\$3,402.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$1,884,363.49

The contract Time will be unchanged by: | 0 | days.  
 New substantial completion date reflecting this change order: 4/10/2020

Level 5 Design Group  
 ARCHITECT  
 104 S. Main  
 ADDRESS  
 Mansfield, Tx 76063

RRC Construction  
 CONTRACTOR  
 10617 West CR 72  
 ADDRESS  
 Midland, TX 79707

Winkler County  
 OWNER  
 100 East Winkler Street  
 ADDRESS  
 Kermit, TX 79745

BY \_\_\_\_\_  
 DATE \_\_\_\_\_

BY \_\_\_\_\_  
 DATE \_\_\_\_\_

BY \_\_\_\_\_  
 DATE \_\_\_\_\_





# APPLICATION AND CERTIFICATE FOR PAYMENT

**TO: OWNER:**  
 Winkler County  
 100 East Winkler Street  
 Kermit, Tx 79745  
**FROM CONTRACTOR:**  
 RRC Construction  
 10517 W. CR 72  
 Midland, Tx 79707

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

**APPLICATION #:** PA06032519-11 Distribution to:  
**PERIOD TO:** 03/31/20  
**PROJECT NOS:** 18-02  
**CONTRACT DATE:** 04/08/19

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Const. Mgr
<input checked="" type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

**CONTRACT FOR:** Winkler Community Center at Kermit

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	3,957,000.00
2. Net change by Change Orders	\$	414,610.59
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,371,610.59
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	3,128,940.87
<b>5. RETAINAGE:</b>		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	312,894.09
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)	\$	312,894.09
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	2,816,046.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,567,211.12
8. CURRENT PAYMENT DUE	\$	248,835.66
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,555,563.81

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$414,610.59	
Total approved this Month		
<b>TOTALS</b>	\$414,610.59	
<b>NET CHANGES by Change Order</b>	\$414,610.59	

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

**CONTRACTOR:**

By: [Signature] Date: 3/25/2020

State of: Texas  
County of: Midland

Subscribed and sworn to before me this 25 day of March, 2020

Notary Public: [Signature]  
My Commission expires: 6-5-23



### CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** \$ 248,835.66  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

**ARCHITECT:**

By: [Signature] Date: 4/3/2020

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



# APPLICATION AND CERTIFICATE FOR PAYMENT

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

**PROJECT:**  
 Winkler Community Center at Wink  
 306 NW 2nd St  
 Wink, Tx 79745  
**VIA ARCHITECT:**  
 Level 5 Architecture, PLLC  
 PoBox 1012  
 Mansfield, Tx 76063

**APPLICATION #:** PA05032519-10 **Distribution to:**  
**PERIOD TO:** 03/31/20  
**PROJECT NOS:** 18-02  
 Owner  
 Const. Mgr  
 Architect  
 Contractor  
**CONTRACT DATE:** 04/08/19

**CONTRACT FOR:** Winkler Community Center at Wink

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,809,000.00
2. Net change by Change Orders	\$	89,916.52
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	1,898,916.52
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	1,843,598.72
5. RETAINAGE:		
a. 10.0% of Completed Work (Column D+E on Continuation Sheet)	\$	184,359.87
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet	\$	184,359.87
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,659,238.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,504,766.12
8. CURRENT PAYMENT DUE	\$	154,472.73
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	239,677.67

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

**CONTRACTOR:**

By: [Signature] Date: 3/25/2020

State of: Texas  
County of: Midland

Subscribed and sworn to before me this 25 day of March 2020

Notary Public: [Signature]  
My Commission expires: 6-5-23



## CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 154,472.73

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

**ARCHITECT:**

By: [Signature] Date: 7/3/2020

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$70,845.49	
Total approved this Month	\$19,071.03	
<b>TOTALS</b>	<b>\$89,916.52</b>	
<b>NET CHANGES by Change Order</b>	<b>\$89,916.52</b>	





**Total Due this Invoice \$1,382.45**

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

March 26, 2020  
Invoice No: 01409819.00 - 11

Project 01409819.00 Winkler Co Air Hangars  
**Professional Services from February 1, 2020 to February 29, 2020**

Task Final Design Services  
**Fee**

Total Fee 96,745.00

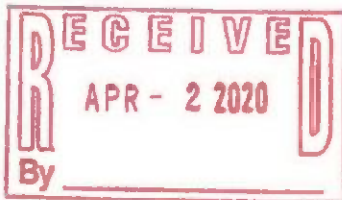
Percent Complete 93.00 Total Earned 89,972.85  
Previous Fee Billing 89,102.15

**Total Fee 870.70**

Cornerstone Accessibility TAS Review Fees \$445.00 1.15 times 511.75  
Charge for Texas Accessibility Standard Review of Hanger  
Project Plans and Specifications, prior to submitting them  
To the Texas Department of Licensing and Regulation (TDLR) for approval.

**Task Subtotal \$1,382.45**

**Total Due this Invoice \$1,382.45**



**RETURN REMITTANCE  
COPY WITH PAYMENT.  
THANK YOU!**

Please send payment to our Lubbock office: 4222 85th Street, Lubbock, Texas 79423