

THE STATE OF TEXAS     )  
  :  
COUNTY OF WINKLER     )

On this the 24<sup>th</sup> day of June, 2013, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

- Bonnie Leck                             County Judge
- Robbie Wolf                            Commissioner, Precinct No. 2
- Randy Neal                             Commissioner, Precinct No. 3
- Billy Ray Thompson                  Commissioner, Precinct No. 4
- Pam Greene                            Chief Deputy County Clerk and  
Ex-Officio Clerk of Commissioners' Court

ABSENT:     Billy Stevens                     Commissioner, Precinct No. 1

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

At 9:00 o'clock A.M. Judge Leck called the meeting to order.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve May, 2013 minutes; which motion became an order of the Court upon the following vote:

- Ayes:           Commissioners Wolf, Neal and Thompson
- Noes:           None
- Absent:        Commissioner Stevens

The Court received reports from Robin Hawkins, Director, regarding activities at the Senior Citizens Recreation Center and James Everett, Chief Paramedic, regarding the Emergency Medical Service.

At this time Judge Leck asked for matters of business from the audience. Hope Williams spoke with the Court regarding the truck route.

The Court heard presentation of Murray (Pap) Roark, Texas Managing Director, Wunderlich Securities, and Kevin Ogilby, Duncan-Williams, Inc., regarding hospital bond refinancing proposal.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to table receiving outside audit report from William Patton of Robison, Johnston and Patton LLP; which motion became an order of the Court upon the following vote:

- Ayes:           Commissioners Wolf, Neal and Thompson
- Noes:           None
- Absent:        Commissioner Stevens

Following discussion regarding monthly Senior Citizens trip to Odessa, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to allow Senior Citizens to have a monthly outing to Odessa or Midland; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Pipeline Construction and Indemnity Contract between Winkler County and Regency Field Services LLC for new road bore on County Road Number 302; which motion became an order of the Court upon the following vote:

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

County Road Number 302

Precinct Number 3

**PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT**

**State of Texas  
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Bonnie Leck**, County Judge, and **REGENCY FIELD SERVICES LLC**, Applicant, which makes this a contract governing the installation of a 10" steel pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are **Winkler County, Texas** and **REGENCY FIELD SERVICES LLC**. Winkler County agrees to grant **REGENCY FIELD SERVICES LLC** at their expense, the right to construct a road crossing for 10" pipeline at County Road 302  
N 31°53'39.768"  
W 103°02'47.052"

**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 bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- c. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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

County Road Number 302

Precinct Number 3

- area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- n. 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.
  - o. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
  - p. 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.
  - q. The costs associated with the location and identification of **REGENCY FIELD SERVICES 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.
  - r. 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 Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and 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,

County Road Number 302

Precinct Number 3

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. **REGENCY FIELD SERVICES 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. **REGENCY FIELD SERVICES 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 **REGENCY FIELD SERVICES 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 **REGENCY FIELD SERVICES LLC** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **REGENCY FIELD SERVICES 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. **REGENCY FIELD SERVICES 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.

County Road Number 302

Precinct Number 3

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.

SIGNED AND ENTERED INTO on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

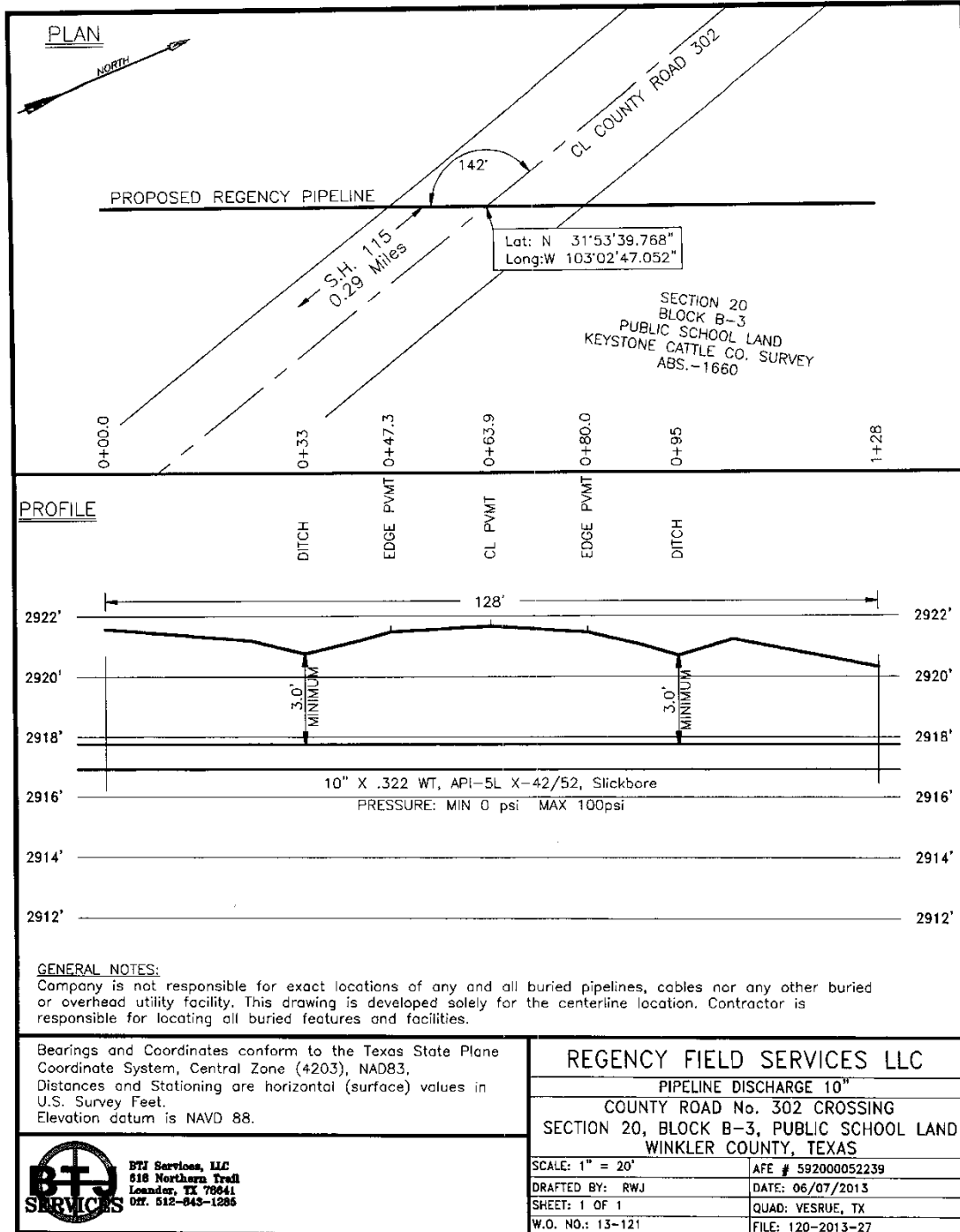
WINKLER COUNTY

By \_\_\_\_\_  
Bonnie Leck  
Winkler County Judge

REGENCY FIELD SERVICES LLC

By Brian Bristow  
Printed Name Brian Bristow  
Title Agent on behalf of Regency Field Services LLC  
Address P.O. Box 3847  
Cedar Park, TX 78613  
Telephone (512) 287-1991  
Cellular Telephone (512) 287-1991  
Fax (888) 432-1813

EXHIBIT A



A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Pipeline Construction and Indemnity Contract between Winkler County and Stickney Oil and Gas, Inc. for new road bore on County Road Number 403; which motion became an order of the Court upon the following vote:

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

County Road Number 403

Precinct Number 4

**PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT**

State of Texas       §  
                                  §  
County of Winkler   §

Comes now Winkler County Commissioners' Court, by and through **The Honorable Bonnie Leck**, County Judge, and **STICKNEY OIL & GAS, INC.**, Applicant, which makes this a contract governing the installation of a flow pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are **Winkler County, Texas** and **STICKNEY OIL & GAS, INC.** Winkler County agrees to grant STICKNEY OIL & GAS, INC. at their expense, the right to construct road crossing for 12" pipeline) at County Road 403.  
31°50'02"N  
103°6'34"W

**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 bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- c. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- i. 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.
- j. 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.
- k. 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.
  - l. 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.
- m. 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



County Road Number 403Precinct Number 4

- area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- n. 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.
  - o. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
  - p. 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.
  - q. The costs associated with the location and identification of **STICKNEY OIL & GAS, INC.**'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.
  - r. 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 Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and 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 muntandis 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,

County Road Number 403Precinct Number 4

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. **STICKNEY OIL & GAS, INC.** 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. **STICKNEY OIL & GAS, INC.** 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, **STICKNEY OIL & GAS, INC.** 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 **STICKNEY OIL & GAS, INC.** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **STICKNEY OIL & GAS, INC.** 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. **STICKNEY OIL & GAS, INC.** 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.

County Road Number 403

Precinct Number 4

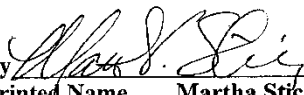
Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the 24th day of June, 2013, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WINKLER COUNTY

By \_\_\_\_\_  
Bonnie Leck  
Winkler County Judge

STICKNEY OIL & GAS, INC.

By  \_\_\_\_\_  
Printed Name Martha Stickney  
Title President  
Address P.O. Box 4666  
Midland, Texas 79704  
Telephone 432.699.7553  
Cellular Telephone 432.413.8789  
Fax 432.586.8866

Google

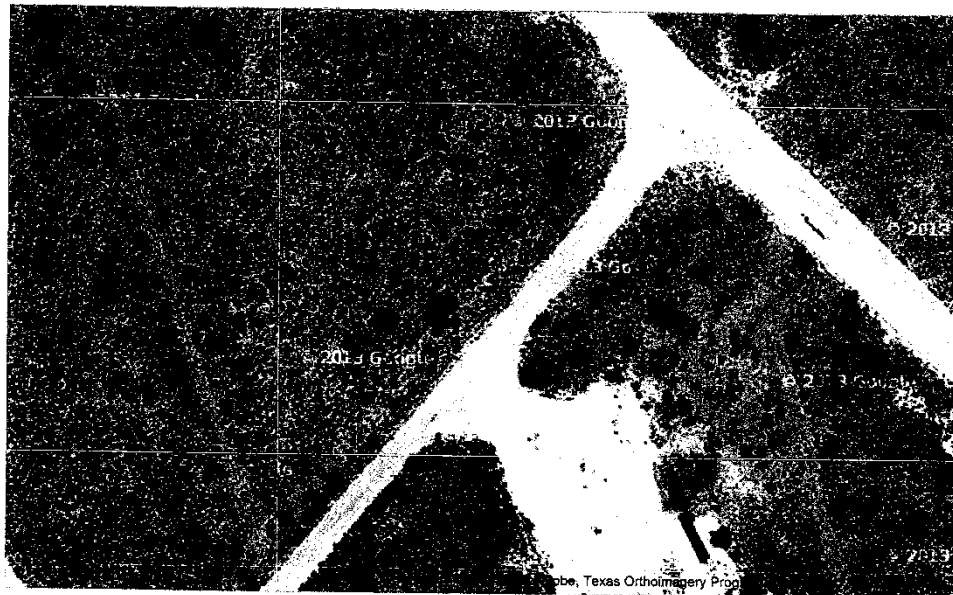
To see all the details that are visible on the screen, use the "Print" link next to the map.



Winkler, TX, USA - Google Maps

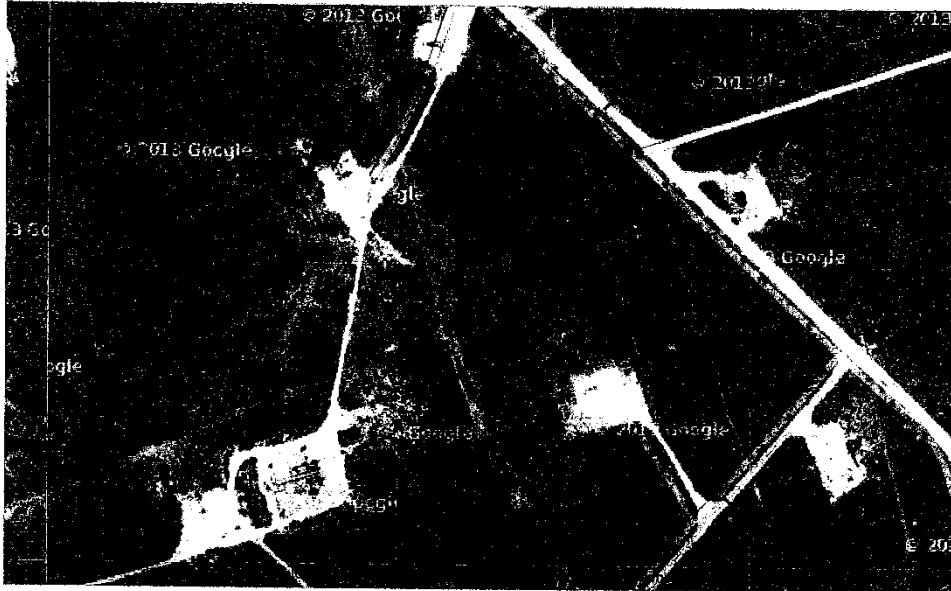
Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



Bill Ernst, Administrator, Winkler County Memorial Hospital, reviewed financial information and monthly reports regarding Memorial Hospital with the Court.

There were no line item transfers, budget amendments or salary schedule changes for Winkler County Memorial Hospital for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Agreement for Transfer of Entitlements for Fiscal Year 2010 for Winkler County Airport to TxDOT Aviation Division; which motion became an order of the Court upon the following vote:

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



AVIATION DIVISION  
125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

June 10, 2013 *Dated Material, Please Respond by June 28, 2013*

The Honorable Bonnie Leck  
Winkler County Judge  
Post Office Drawer Y  
Kermit, TX 79745

Dear Judge Leck:

This letter is a result of our conversation regarding non-primary entitlement (NPE) funding for Winkler County Airport.

Each fiscal year, the FAA apportions a designated amount of funding to non-primary airports to be used for capital improvement projects at the airport. If unused, the NPE funds may be rolled-over to the following fiscal year. However, the funds do expire after three years and revert back to the FAA. There is a transfer mechanism available from the FAA that allows the airport sponsor to release the NPE funds to TxDOT for redistribution to other capital improvement projects at airports around the state. This, in effect, keeps expiring funds in the state and helps TxDOT Aviation maintain a viable airport system.

At this time, we are asking that FY 2010's NPE funds be released to TxDOT.

Releasing the NPE funds will not impact TxDOT funding of capital improvement projects at Winkler County Airport should the need arise and does not preclude you from requesting future grants for airport development needs. Rest assured that if there is need of a project at the airport, TxDOT will fund the project from the larger airport improvement program.

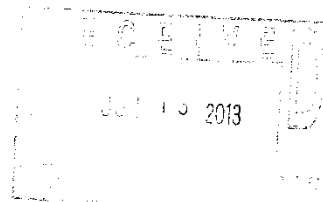
Enclosed is an entitlement transfer agreement form. Please have the airport sponsor's attorney certify the agreement and return it completed to my attention.

If you have any questions, feel free to contact me or our office.

Thank you for your assistance.

Sandra Braden  
TxDOT Aviation Planner  
512-416-4544  
sandra.braden@txdot.gov

Enclosed: FAA Form 5100-110 Entitlement Transfer Agreement



THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

*An Equal Opportunity Employer*



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

**AGREEMENT FOR TRANSFER OF ENTITLEMENTS**

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act).

THE COUNTY OF WINKLER, TEXAS  
*(Name of Transferor Sponsor)*

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(c)(1) of the Act.

	<u>Amount</u>	<u>Fiscal Year</u>
\$	150000	2010
\$		2011
\$		2012
<b>TOTAL \$</b>	<u>150000</u>	

On the condition that the Federal Aviation Administration makes the waived amount available to:  
TXDOT  
*(Name of Transferee Sponsor)*

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of 09-09-2013 *(date)* or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

**FOR THE UNITED STATES OF  
AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**FOR WINKLER COUNTY, TEXAS**

\_\_\_\_\_  
*(Signature)*  
David Fulton  
*(Typed Name)*  
Director, Aviation Division  
*(Title)*  
\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Signature)*  
Bonnie Leck  
*(Typed Name)*  
Winkler County Judge  
*(Title)*  
\_\_\_\_\_  
*(Date)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:  
That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Texas and the Act.  
Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

FAA Form 5100-110 (10-89)

At 10:00 o'clock A.M. the Court entered into Executive Session in accordance with Section 551.071, Government Code, V.T.C.A., to consult with attorney on the matter of contemplated litigation concerning health insurance reimbursements. The Court then returned to open session with the following action being taken:

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to authorize Robert Scogin, Attorney at Law, to make demand on insurance companies for payment; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to table approving signage and contract labor to install signs for truck route to be paid from lateral road funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract Certification of Contract Information and Governing Authority Resolution granting Winkler County Judge authority to negotiate and approve contract or contracts with the Texas Department of Aging and Disability Services for home delivered meals for the year 2014; which motion became an order of the Court upon the following vote:

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

Texas Department of Aging and Disability Services

Form 5933  
 April 2013

**Contractor Certification of Contract Information**

Name of Legal Entity (Contractor)  
 Winkler County

Taxpayer ID Number  
 17560010658

**Instructions:** As a condition to contract with DADS, a service provider is required to keep its contract information current, correct and complete. Review your copy of the forms listed below to ensure they are current, correct and complete. If a copy of a form previously completed and submitted by your agency is needed for your review, contact your contract manager and a copy of the previously submitted form will be provided to you.

**Section 1. Certification of Previously Submitted Contract Forms**

If a form is marked below, you must certify the information on the form is current, correct and complete as of the date you sign this form. Mark "Yes" to do so. If the information on the form is not current, correct and complete, mark "No" and complete and submit a new form. If "No" is already marked, this means you have not previously submitted the form and you must do so at this time. All blank forms are available at <http://www.dads.state.tx.us/forms/>.

	Certify Form?
<input checked="" type="checkbox"/> Form 2031, Governing Authority Resolution – Business Organization, or Form 2031-G, Governing Authority Resolution – Governmental Entity, dated 06/11/2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Form 3254-C, Contractor Certifications, dated	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Form 3681, Community Services Contract Application, dated 05/31/2011	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Form 3681-A, Community Services Contract Application, Addendum A, dated	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Form 3681-B, Community Services Contract Application, Addendum B, Adult Foster Care Provider Questionnaire, dated	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Form 3681-C, Community Services Contract Application, Addendum C, Emergency Response Services, dated	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Form 3681-D, Community Services Contract Application, Addendum D, HCS/TxHmL Designation of Service Component, dated	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Form 3691, Service Area Designation, for Home Delivered Meals in Region 09, dated 05/31/2011	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Form 3691-A, Service Area Designation HCS, TxHmL, CDS and TAS, for (enter program type) in (enter region, catchment area or WCA), dated	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Form 4732, Nongovernmental Contractor Certification, dated	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Form 5871, Disclosure of Ownership and Control Statement, or Form 5871-S, Disclosure of Ownership and Control Statement – Short Form, dated	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Contractor Certification:**

I certify that the information contained on each form marked "Yes" above is current, correct and complete. I further certify I have enclosed a current, correct and complete form for each form marked "No." I understand the enclosed forms will replace existing forms, if any, and are hereby incorporated into the contract by reference.

I understand that if DADS later determines these certifications are erroneous, DADS may pursue all available remedies in accordance with the laws of the state of Texas and the United States, including suspending payments and terminating the contract.

\_\_\_\_\_  
 Signature – Authorized Person  
  
 Bonnie Leck  
 Typed or Printed Name of Authorized Representative

\_\_\_\_\_  
 Date  
  
 County Judge  
 Title



Governing Authority Resolution Governmental Entity

COUNTRY, TERRITORY or NATION OF United States of America

STATE or PROVINCE OF Texas

COUNTY OF Winkler

On the 24th day of June, year 2013, at a meeting of the Governing Authority of Winkler County, a Texas Local Governmental Entity, held in the City of Kermit, Winkler County or Parish, and in the State or Province of Texas, with a quorum of the Governing Authority present, it was duly moved and seconded that the following Resolution be adopted:

BE IT RESOLVED that the Governing Authority of the above Local Governmental Entity does hereby authorize

Bonnie Leck, Winkler County Judge

and his/her/their successors to negotiate, on terms and conditions that he/she/they may deem advisable, a contract or contracts with the Texas Department of Aging and Disability Services (DADS), and to execute the contract or contracts on behalf of the Local Governmental Entity, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend, renew or request closure of the contract. Although the authority of the successors is binding on this Entity, it is acknowledged that this Entity must specifically authorize another party by name in a resolution within 30 days of the change in authorization, or when specifically required by DADS, whichever is sooner.

The above resolution was passed in accordance with the Governing Documents of this Entity and the laws of the State of Texas. The term Local Government means a county, city, town, special purpose district and any other political subdivision of the State of Texas.

This Entity is authorized by Texas Statute in (check one):

[X] the Texas Local Government Code; or [ ] Texas statute (specify) ; or [ ] by federal or another state's statute (specify)

This Entity is a (check one) [ ] Local [ ] Hospital District or Authority [X] County [ ] Council of Government [ ] State [ ] Other (specify)

I certify that the above and foregoing constitute a true and correct copy of a part of the minutes of a meeting of the Governing Authority of Winkler County, Texas held on the 24th day of June, year 2013.

Signature

Printed Name and Title

Subscribed and sworn to (or affirmed) before me on this day of year

Signature-Notary Public

Printed Name of Notary and Jurisdiction

My commission expires

WINKLER COUNTY WINKLER COUNTY OFFICIALS

COMMISSIONERS COURT:

- County Judge - Bonnie Leck
Commissioner, Precinct 1 - Billy Stevens
Commissioner, Precinct 2 - Robbie Wolf
Commissioner, Precinct 3 - Randy Neal
Commissioner, Precinct 4 - Billy Ray Thompson

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to table approving lease-purchase agreement with Xerox Corporation for WorkCentre 5845P Copier/Print and Color Scan/Fax for Adult Probation Department for the term of 60 months beginning no later than July 08, 2013 and approve payment in the amount of \$8,475.60 from Probation Evaluation funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$13,795.00 to Robison, Johnston & Patton LLP for the interim billing for preparation of audited financial statements for the year ended December 31, 2012 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve payment in the amount of \$2,800.00 to Diamond A Ranch for caliche for County Road 409 from lateral road funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve payment in the total amount of \$41,553.27 to Prognosis Health Information Systems for travel expenses from committed hospital software funds; which motion became an order of the Court upon the following vote:

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

Agenda item regarding City of Kermit joint seal coating program with Winkler County was not needed at this time.

Agenda item regarding 2013 paving project was not needed at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive Monthly Report of County Treasurer; which motion became an order of the Court upon the following vote:

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

**WINKLER COUNTY TREASURER'S REPORT**  
**EULONDA EVEREST**

**31-May-13**

<b>Balances</b>	<b>\$ 1,974,951.17</b>	
<b>REVENUE DEPOSITS</b>	<b>\$ 3,059,352.34</b>	
<b>LESS SERVICE CHARGE</b>	<b>\$ 80.00</b>	
<b>PLUS BANK ERROR</b>		
<b>LESS HOT CHECK</b>		
<b>Amount Paid</b>		
<b>Accounts Payable</b>	\$ 743,330.52	
<b>Payroll</b>	\$ 324,006.03	
<b>Jury</b>		
<b>Fica</b>	\$ 220,867.92	
<b>Wire Transfers-TDCJ</b>	\$ 58.66	
<b>Child Support</b>	\$ 639.69	
<b>Wire Transfers-Park</b>		
<b>Wire Transfers-Tx Pool</b>		
<b>Wire Transfers-TCDRS</b>		
<b>Wire Transfers-CDARS</b>	\$ 2,500,000.00	
<b>Wire Transfer-Hospital Support</b>	\$ 478,533.07	
<b>AMOUNT TO BALANCE</b>	<b>\$ 766,787.62</b>	
	<b>\$ 5,034,223.51</b>	<b>\$ 5,034,223.51</b>

*Eulonda Everest*  
 \_\_\_\_\_  
 Eulonda Everest, County Treasurer

STATE OF TEXAS  
 COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 7 day  
 of June 2013



*Renee Treadwell*  
 \_\_\_\_\_  
 Winkler County, Texas

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

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

- Ayes: Commissioners Wolf, Neal and Thompson
- Noes: None
- Absent: Commissioner Stevens

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

- Ayes: Commissioners Wolf, Neal and Thompson
- Noes: None
- Absent: Commissioner Stevens

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

**WINKLER COUNTY  
LINE ITEM ADJUSTMENTS  
JUNE 24, 2013**

**COUNTY AUDITOR**

10-202-070	TRAVEL	\$ 300.00
10-238-070	COLA	\$ 300.00
AMD-HR TRAVEL TO AUDITOR TRAVEL		

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following budget amendment(s):

**WINKLER COUNTY  
BUDGET AMENDMENTS  
JUNE 24, 2013**

**HOSPITAL**

10-230-080	CAPITAL EXPENDITURES	\$ 41,554.00
10-104-226	TRANSFERS FROM RESERVES	\$ 41,554.00
TO RECORD REVENUE & EXPENSE FOR HOSPITAL SOFTWARE TRAVEL FROM COMMITTED		

**HOSPITAL**

10-600-084	HOSPITAL SUPPORT	\$ 383,592.00
10-104-226	TRANSFERS FROM RESERVE	\$ 383,592.00
TO RECORD REVENUE & EXPENSE FOR HOSPITAL MEDICARE PAYMENT FROM COMMITTED		

**HOSPITAL**

10-104-209	TOBACCO SETTLEMENT FUNDS	\$ 53,857.00
10-600-084	HOSPITAL SUPPORT	\$ 53,857.00
TO RECORD REVENUE AND EXPENSE FOR TOBACCO SETTLEMENT FUNDS		

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

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

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

MONTHLY REPORTS

For the Month of	Date Received	Amount
Steve Taliaferro, Co Attorney Fee _____ Hot Check _____		
Bonnie Leck, County Judge _____		
Patti Franks, Tax Assessor _____		
Shethelia Reed, County Clerk _____		
Glenda Mixon, JP Precinct #2 _____		
Sherry Terry, District Clerk _____		
DeLynn Trammell, JP Precinct #1 _____		
George Keely, Sheriff _____		
Eric DeAnda, Probation _____		
Billy Stevens, Commissioner Precinct #1 _____		
Robbie Wolf, Commissioner Precinct #2 _____		
Randy Neal, Commissioner Precinct #3 _____		
Billy Ray Thompson, Commissioner Precinct #4 _____		
Jeanna Wilhelm, Auditor Investment _____		
Eulonda Everest, Treasurer _____		
Lee Wilson, Constable Pct # 2 _____		
Richard Crow, Constable Pct #1 <i>- need May 2013</i>		

*REC 6/19/13*

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

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

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

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

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

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

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

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

MINUTES approved the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

COUNTY CLERK