

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 11th day of May, 2015, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Charles M. Wolf	County Judge
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order and asked for matters of business from the audience. Judge Wolf also mentioned that bids for Winkler County Depository received from previous agenda, would be reviewed and awarded at a later date.

Judge Wolf asked at this time if any Commissioner wanted Consent Agenda item(s) moved to Discussion Agenda.

CONSENT AGENDA:

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following consent agenda items:

- (a) Park project claims
- (b) Hospital software project claims
- (c) Rural Health Clinic construction claims
- (d) Payroll
- (e) Bills over \$500.00
- (f) Claims against County
- (g) Payment in the amount of \$3,650.00 to Diamond A Ranch for caliche from budgeted lateral road funds
- (h) Payment in the amount of \$100.00, from budgeted funds, to State Farm Insurance for \$5,000.00 surety bond for Dorothy Holguin, Winkler County District Attorney, for the term of June 13, 2015 through June 13, 2016
- (i) Request of Jessica DeLeon to use the Kermit Community

Center for a Quinceñera on November 06-08, 2015

(j) Pipeline Construction and Indemnity Contract between Winkler County, Texas and F-250, LLC for road crossings on County Road 207 – 3" to 4" salt water pipeline

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

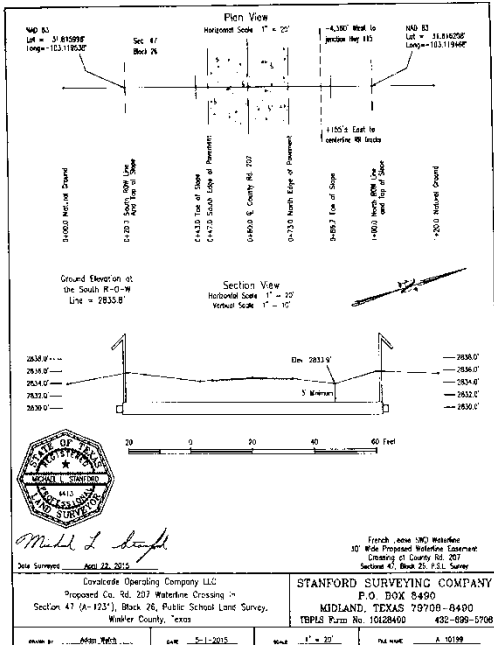
Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

County Road 207
Precinct No. 2
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 F-250, LLC, Applicant, which makes this contract governing the installation of a salt water 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 F-250, LLC. Winkler County agrees to grant F-250, LLC at their expense, the right to easement (i.e. road crossing for 3" to 4" pipeline) at County Road 207.
(REFER TO EXHIBIT "A" 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 231, et seq. Texas Utilities Code, and assume 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 steel pipe. All pipe/trench pipe shall be used.
d. The bore shall be no less than four feet (4') from the road on either side.
e. Applicant shall bury said pipeline to a depth consistent with the 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 occupational practices.
h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 50 feet of Winkler County's easement to enable a field representative to locate and identify the lines of Winkler County's easements.
i. During its operations pursuant to this 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 F-250, LLC'SS 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.
Road Date (Revised March 11, 2015) Page 1

County Road 207
Precinct No. 2
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 in 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, to the extent 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 F-250, 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 expense 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 within 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 said cost; 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 roadway most impaired 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 consented to by this Agreement, shall require a separate crossing agreement.
Road Date (Revised March 11, 2015) Page 2

County Road 207
Precinct No. 2
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, subcontractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, said in addition.
b. indemnify Winkler County against all claims, 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 Assignor's written acknowledgment that the Assignor 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. F-250, LLC hereby certifies that they hold separate title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contracts 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. F-250, 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 impounded 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, F-250, 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 F-250, LLC fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, F-250, 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 F-250, LLC is obliged to pay with respect to the matter in which indemnity is given by this contract, from the date such expenses or costs are incurred, on such sums are paid by the County.
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County Road 207
Precinct No. 2
12. The parties agree that the venue for any cause of action filed to enforce or resolve the subject matter of this contract shall be in Winkler County, Texas.
Fairy met this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the 11 day of May, 2015, at 10:00 AM, the minutes of which duly reflect the same.
SIGNED AND ENTERED INTO on this 11 day of May, 2015.
WINKLER COUNTY
By: Charles M. Wolf
Winkler County Judge
F-250, LLC
By: [Signature]
Title: [Signature]
Address: [Signature]
Telephone: 713-282-2830
Cellular Telephone:
Fax: 713-282-2835
Road Date (Revised March 11, 2015) Page 4



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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept tobacco settlement proceeds from the Texas Department of State Health Services in the amount of \$100,963.11; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$3,791.59, from budgeted funds, to Ervin Plumbing & Supply, Inc., for repair and replacement of water heater at Sheriff's Office; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve Proclamation declaring May 10-16, 2015 as "National Hospital Week" in Winkler County; which motion became an order of the Court upon the following vote:

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

Proclamation

NATIONAL HOSPITAL WEEK
MAY 10TH - 16TH, 2015

Whereas: May 10th through the 16th will be observed across our country as "National Hospital Week;" and,

Whereas: Individuals across the country will recognize and celebrate this time honored event; and,

Whereas: Our hospital and healthcare workforce contribute so much more to our community and economy than just healthcare and hospital services; and,

Whereas: The caring, compassionate, hard working people that compose our hospital's staff and Board deserve universal regard and appreciation for all they do to keep our communities healthy;

THEREFORE, LET BE IT RESOLVED that on this Eleventh day of May 2015, We, the Commissioner's Court of Winkler County do hereby declare the week of May 10th through the 16th as Hospital Week in Winkler County, and urge every member of our community to put forth their expressions of gratitude and applaud the hospital and all health care workers of our community.

Charles Wolf
Honorable Judge of Winkler County

Robbie Wolf
Commissioner, Precinct # 2

Billy J. Stevens
Commissioner, Precinct # 1

Randy Neal
Commissioner, Precinct # 3

Billy Ray Thompson
Commissioner, Precinct # 4

Shethelia Reed
Winkler County Clerk

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve payment in the amount of \$4,204.09, from budgeted funds, to Austin Turf & Tractor for repair, resetting and sharpening blades on fairway mower; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of City of Kermit to sell property unsold at Sheriff's Sale for amounts which are below the adjudged and appraised value, said property being described in property listing of Resolution 15-05, City of Kermit; which motion became an order of the Court upon the following vote:

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



05-04-15
Winkler County Commissioners' Court
P.O. Drawer Y
Kermit, Texas 79745

RE: April 07, 2015 – Sheriff's Tax Re-Sale Property Listing
(see attached listing on City of Kermit Resolution 15-05, 04-16,7015)

Honorable Judge Charles Wolf and Gentlemen of the Commissioners' Court:

I request placement on the next available meeting agenda.

I will introduce a tax re-sale property which has been struck off to the City of Kermit.

The Mayor and City Council request permission to sell this property in a manner that is consistent with Texas State law and under the guidance of the taxing attorney's Linebarger, Goggan, Blair & Sampson, LLP. In accordance, action is required by Winkler County and Kermit Independent School District to waive the Sheriff's opening bid value and to authorize the City of Kermit to sell these properties in the best interest of all of the taxing entities.

Your approval and consideration in this matter will be most appreciated.

Sincerely,

John C. Shepard
Director of Public Works
City of Kermit

CC: Paula Michel / Area Manager

RESOLUTION 15-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF KERMIT, TEXAS, AUTHORIZING THE SALE OF REAL PROPERTIES PLACED IN TRUST WITH THE TAXING ENTITIES OF WINKLER COUNTY AFTER THE LEGAL PROCESS OF FILING A TAX SUIT AND ADVERTISING FOR OPEN BIDS AT A SHERIFF'S TAX SALE; AUTHORIZING THE CITY MANAGER TO ACCEPT BIDS AND OBTAIN COUNCIL APPROVAL TO SELL SAID PROPERTIES IN ACCORDANCE WITH STATE TAXING LAWS IN AN AMOUNT WHICH MAY BE LESS THEN THE MARKET OR JUDGEMENT VALUES.

WHEREAS, said properties were acquired through the legal means of a joint tax suit by the City of Kermit, County of Winkler, and the Kermit Independent School District; and

WHEREAS, said properties did not sell at a Sheriff's Tax Sale held at the Winkler County Court House; and

WHEREAS, it is in the best interest of the public to place said properties back on the tax roll by authorizing the City Council approval to sell these properties by means of advertisement or by private sale being sealed bids; and

WHEREAS, it is understood that these properties were mostly abandoned in an unsightly and/or hazardous condition; and

WHEREAS, it is the intent of the City Council to encourage the sale of these properties to adjacent property owners who are willing to keep the land and appurtenances thereon in a clean and presentable condition; and

WHEREAS, the City Council shall have the authority to negotiate a reasonable price which may be less than the market or judgment value of each property and to sell said properties only to individuals who are not delinquent on property taxes in Winkler County; and

WHEREAS, the bidder has received a bid sheet and tax re-sale agreement form and understands that property may be sold subject to post judgment value at any time; and

WHEREAS, all bids must be accompanied by a cashier's check or money order payable to the City of Kermit for (10%) of property bid offer, with full refund if not successful high bidder. All successful bidders shall make full payment of property bid, within 7 days of bid opening by cashier's check or money order, to avoid 10% forfeiture of cashier's check or money order.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KERMIT, TEXAS, to authorize the sale of the following legal described properties by the City Council in the best interest of all taxing entities:

Suit Number: 16,501 - R3798
Property: Lot 8, Block 83, First Addition, an addition to the City of Kermit, Winkler County, Texas, same being 307 N Walnut

WHEREAS, this 11th day of May, 2015, the Commissioners' Court approved Resolution 15-05 of the City of Kermit.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2015.

CITY OF KERMIT

Jeffrey L. Phillips, Mayor

ATTEST

City Secretary, Diana Franco

Charles M. Wolf
Winkler County Judge

ATTEST:
Sheshelia Reed
County Clerk, Winkler County, Texas

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve purchase of EMS uniforms from Galls in the amount of \$3,400.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve request of Winkler County Golf Course to host a North Texas Junior PGA Golf Tournament on Tuesday, July 21, 2015; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve request of Commissioner, Precinct No. 3, to spray for vegetation at the airport in an amount not to exceed \$5,000.00 from capital expenditure funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 2, to purchase and install automatic gate for Precinct No. 2 barn in the amount of \$8,000.00 from capital expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of April, 2015;

MONTHLY REPORTS			
For the Month of <u>April 2015</u>			
		Date Received	Amount
Tommy Duckworth, Co Attorney Fee	\$116.91	Hot Check 5-8-15	5-8-15
Charles Wolf, County Judge		5-8-15	\$2.00
Minerva Soltero, Tax Assessor			
Shethelia Reed, County Clerk		5-7-15	\$14,611.90
Glenda Mixon, JP Precinct #2		5-7-15	\$ 920.00
Sherry Terry, District Clerk		5-8-15	\$2319.69
Erma Coleman, JP Precinct #1			
George Keely, Sheriff		5-7-15	\$1563.30
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		5-4-15	\$953,332.64
Lee Wilson, Constable Pct # 2			
Richard Crow, Constable Pct #1			

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

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

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

**WINKLER COUNTY
LINE ITEM ADJUSTMENTS
MAY 11, 2015**

SHERIFF

CAPITAL EXPENDITURES	10-230-0801	\$ 25,680.00	
EQUIPMENT AUTOMOBILE	10-404-0810		\$ 25,680.00
AMD-EQUIP AUTO TO CAPITAL			

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

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

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

**WINKLER COUNTY
BUDGET AMENDMENTS
MAY 11, 2015**

CAPITAL EXPENDITURES	10-230-0801	\$ 4,982.00	
TRANSFER FROM RESERVES	10-104-2260	\$ 4,982.00	
TO RECORD REV & EXPENSE FOR HOSPITAL SOFTWARE			

CAPITAL EXPENDITURES	10-230-0801	\$ 49,934.00	
TRANSFER FROM RESERVES	10-104-2260	\$ 49,934.00	
TO RECORD REV & EXPENSE FOR AIRPORT CAPITAL			

CAPITAL EXPENDITURES	10-230-0801	\$ 746,667.00	
TRANSFER FROM RESERVES	10-104-2260	\$ 746,667.00	
TO RECORD REV & EXPENSE FOR CH SOFTWARE			

CAPITAL EXPENDITURES	10-230-0801	\$ 1,520,891.00	
TRANSFER FROM RESERVES	10-104-2260	\$ 1,520,891.00	
TO RECORD REV & EXPENSE FOR WCRHC CONSTRUCTION			

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

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

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

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

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK