

NOTICE OF MEETING (•) OF THE COMMISSIONERS COURT OF JACK COUNTY, TEXAS

• Assistive Listening Devices Available on Request for Use During Court Session

Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday the 24th day of June, 2013 at 10:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

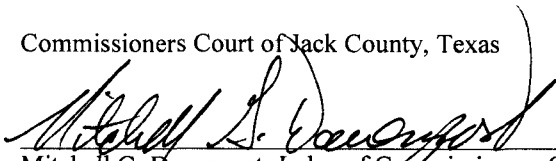
These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

FILED FOR RECORD

1. PUBLIC FORUM (Limited to 5 minutes per person); _____ O'CLOCK _____ M.
2. PAYMENT OF CLAIMS; **JUN 20 2013**
3. CONSENT AGENDA ITEMS: **JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS**
- (a) Approval of Minutes of Meeting of June 10, 2013;
- (b) Review and Acceptance of Treasurer's and Auditor's Monthly Report for ~~Period~~ ending May 31, 2013; **DEPUTY**
- (c) Approval of proposed budget for Jack County Appraisal District for 2014;
- (d) Acceptance of Continuing Education Certificate into record for Commissioner James L. Brock – No Action Needed;
- (e) Authorization for use of County Road Right-of-Way by Laake Oilfield Service, LLC for Utility Crossing on Wesley Chapel Road – Precinct 3;
- (f) Authorize County Judge to sign Memorandum of Agreement between the County and the Helen Farabee Centers including continuation of contribution for services in the amount of \$3,900 per year;
4. TIMED AGENDA:
- (a) 10:00 a. m.: Presentation by Texas A & M AgriLife Extension by Miles Dabovich, District Administrator on Extension interpretation programs;
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2012 and 2013 details;
7. Update/Consider of steps and measures for restoration/renovation of courthouse lawn, sprinkler system and landscaping;
8. Update on Surplus Property Online Auction;
9. Purchase of new computer thru the cost-share program through Texas A & M AgriLife Extension for County Extension Department;
10. Approval of execution of settlement agreement by County Judge in connection with claim involving Patriot Roofing claim regarding loss of August 13, 2011 in the amount of \$43,964;
11. Approval of execution of settlement agreement regarding on road damages by Senate Wind in construction of Senate Wind Project in the amount of \$14,800;
12. Adoption of speed limit on Two Bush and Elenburg Roads changing reasonable and prudent speed from 40 to 30 miles per hour; and placement of a Stop Sign at the intersection of Shawver and Elenburg Roads – Commissioner James Brock;
13. EXECUTIVE SESSION in compliance with Section 551.072 of the Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property to be used for Emergency Radio Communications – Sheriff Mayo;
14. Action, if any, on item 13 above;
15. Review of Application for Property Tax Abatement filed by Keechi Wind LLC; review of property tax abatement process; authorizing Notice of Hearing publication on the proposed establishment of what would be Reinvestment Zone No. 7; and setting Public Hearing regarding the establishment of proposed Reinvestment Zone No. 7;
16. FUTURE AGENDA ITEMS; AND;
17. ADJOURNMENT.

Dated this the 20th day of June, 2013

Commissioners Court of Jack County, Texas

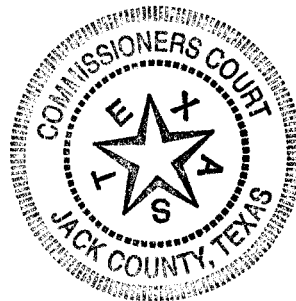

Mitchell G. Davenport, Judge of Commissioners Court

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 20th day of June, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 20th day of June, 2013

Janice Robinson
Janice Robinson, County Clerk of Jack County, Texas

By: Carla Marley
Deputy Clerk



MINUTES

On this the 24th day of June, 2013 the Commissioners Court of Jack County, Texas met in Regular session at 10:06 a.m. with the following elected officials present:

Fearl F. Smith, Commissioner Pct. 1
James L Brock, Commissioner Pct. 2
James L. Cozart, Commissioner Pct. 3
Terry Ward, Commissioner Pct. 4
Mitchell G. Davenport, County Judge

FILED FOR RECORD

_____ O'CLOCK _____ M.

JUL 08 2013

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

PUBLIC FORUM

BY _____ DEPUTY

Pete Butler spoke to the Court regarding non-payment of sub-contract work he has done for McAllister's Landscaping on the Courthouse lawn. Robbie from McAllister's Landscaping stated that he received Mr. Butler's bill and the check was cut on Friday, June 21, 2013 and placed in the mail.

PAYMENT OF ACCOUNTS AND CLAIMS

All accounts and claims were submitted to the Court for approval. Those submitted were approved and entered into the computer of the County Treasurer. Commissioner Cozart made a motion to pay all bills. Judge Davenport seconded and the motion carried unanimously.

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meeting of June 10, 2013;
- (b) Review and Acceptance of Treasurer's and Auditor's Monthly Report for period ending May 31, 2013;
- (c) Approval of proposed budget for Jack County Appraisal District for 2014;
- (d) Acceptance of Continuing Education Certificate into record for Commissioner James L. Brock – No Action Needed;
- (e) Authorization for use of County Road Right-of-Way by Laake Oilfield Service, LLC for Utility Crossing on Wesley Chapel Road – Precinct 3;
- (f) Authorize County Judge to sign Memorandum of Agreement between the County and the Helen Farabee

Judge Davenport made a motion to approve the Consent Agenda items. Commissioner Cozart seconded and the motion carried unanimously.

TEXAS A & M AGRILIFE EXTENTION PRESENTATION

Alinda Cox, Jack County Extension Agent and Miles Dabovich, District Administrator on Extension interpretation programs spoke to the Court about the coming year and thanking the Court for their continued support of the Jack County AgriLife Extension office. He also reminded that Commissioners Conference will be held in Vernon, Texas on November 7, 2013 if any of the Commissioners are interested in obtaining continuing education hours. Alinda Cox gave a 4-H update and did a demonstration with ice, ice cream, soft drink, various toppings, and a straw which gave the effect of an Aquifer.

PRECINCT OPERATIONS

Commissioner Brock stated he continues to have accidents in his precinct from people driving at excessive rates of speed on County roads.

COURTHOUSE REPAIR PROJECT 2012 AND 2013

Judge Davenport is working with Jeff Cummings to finalize the Courthouse Restoration project.

The first order for window blinds have arrived and are waiting to be installed in the respective offices.

COURTHOUSE LAWN, SPRINKLER SYSTEM AND LANDSCAPING

Robbie with McAllister's Landscaping attended the meeting today. He will let the Court know this week what plan of action will be best to get the lawn established. Commissioner Ward requested that Robbie respond in a timely matter when he receives emails or phone messages from himself or Judge Davenport.

SURPLUS PROPERTY ONLINE AUCTION

All surplus equipment that was previously approved is now for sale online with the sale ending on July 3, 2013.

TEXAS A & M AGRILIFE EXTENSION

Alinda Cox requested authorization from the Court to purchase a new computer through the cost-share program through Texas A & M AgriLife Extension for County Extension Department. Authorization was approved on a motion by Judge Davenport and seconded by Commissioner Smith. The motion carried unanimously.

PATRIOT ROOFING

Commissioner Ward made a motion to approve the execution of a settlement agreement by the County Judge in connection with a claim involving Patriot Roofing regarding loss of August 13, 2011 in the amount of \$43,964. Commissioner Smith seconded and the motion carried unanimously.

SENATE WIND PROJECT

Commissioner Cozart made a motion to approve the execution of a settlement agreement regarding road damages by Senate Wind in construction of Senate Wind Project in the amount of \$14,800. Commissioner Brock seconded and the motion carried unanimously.

PRECINCT 2 SPEED LIMITS / STOP SIGN

Commissioner Brock requested the adoption of speed limit on Two Bush and Elenburg Roads be changed from 40 mph to 30mph. Commissioner Brock made a motion to approve this recommendation with Commissioner Cozart seconding. The motion carried unanimously.

Commissioner Brock requests that a stop sign be placed at the intersection of Shawver and Elenburg Roads. Commissioner Brock made a motion to approve this recommendation with Commissioner Cozart seconding. The motion carried unanimously.

11:22 A.M. – 12:23 P.M. EXECUTIVE SESSION in compliance with Section 551.072 of the Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property to be used for Emergency Radio Communications – Sheriff Mayo;

After resuming in regular session a motion was made by Commissioner Cozart to continue to further investigate all options and continue discussions on this item. Commissioner Brock seconded and the motion carried unanimously.

KEECHI WIND, LLC PROPERTY TAX ABATEMENT

Review of Application for Property Tax Abatement filed by Keechi Wind LLC; review of property tax abatement process; authorizing Notice of Hearing publication on the proposed establishment of what would be Reinvestment Zone No. 7; and setting Public Hearing regarding the establishment of proposed Reinvestment Zone No. 7 - Dale Cummings, Cummings Westlake LLC;

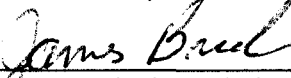
Commissioner Smith made a motion to authorize advertising for Notice of Hearing publication on the proposed establishment of what would be Reinvestment Zone No. 7. Commissioner Cozart seconded and the motion carried unanimously.

ADJOURN

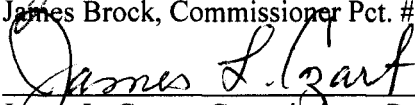
There being no further business motion was made by Commissioner Cozart to adjourn and seconded by Commissioner Brock. The motion carried unanimously.



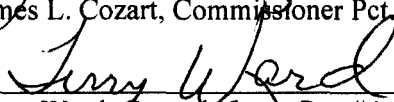
Pearl F. Smith, Commissioner Pct. #1



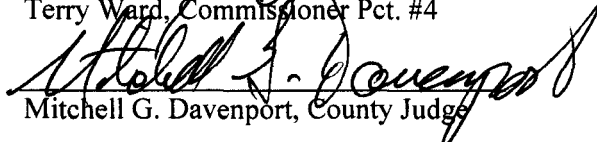
James Brock, Commissioner Pct. #2



James L. Cozart, Commissioner Pct. #3

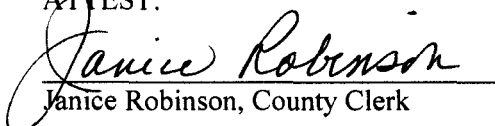


Terry Ward, Commissioner Pct. #4



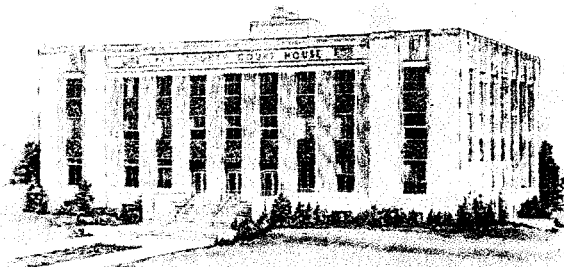
Mitchell G. Davenport, County Judge

ATTEST:


Janice Robinson, County Clerk



JACK COUNTY



The Hon. Kim Gibby
Jack County Treasurer
100 N. Main St., Suite 201
Jacksboro, TX 76458
(940) 567-2251 (office)
(940) 567-5978 (fax)

June 24, 2013

JACKSBORO, TEXAS

Dear Commissioner Smith:

I understand that you sometimes have difficulty hearing, therefore I wish to address you publicly and on the record by submitting this letter to you during the Public Forum of Jack County Commissioners Court.

I am deeply disturbed by recent incidents and wish to find a way to avoid similar confrontations in the future.

I resent the fact that after repeated explanations to and production of documentation for your queries of both me and personnel in the Auditor's Office, you continue to browbeat us on the same subjects over and over. Getting loud and obnoxious does not change the facts, and refusing to accept an explanation just because you disagree with it does not change them either.

As elected officials, neither you nor I have authority over any other Jack County office holder. We do, however, hold dominion within our own offices. Refusal to leave an office when asked is not only discourteous, it shows a complete lack of decorum on your part as a member of the Jack County Commissioners Court.

Therefore it is with regret that I inform you that you are no longer welcome in my office. If you desire information that is in *direct correlation* to my official duties as Jack County Treasurer, you may submit your request in writing and leave it in my "in basket" in the Auditor's Office or by e-mail at kgibby@jackcounty.org. I will have an answer returned to you in the same manner as soon as I possibly can.

Cordially yours,

Kim Gibby
Jack County Treasurer

cc: Judge Mitchell Davenport
Commissioner James Brock
Commissioner Jimmie Cozart
Commissioner Terry Ward
Auditor Earlene Rhoades

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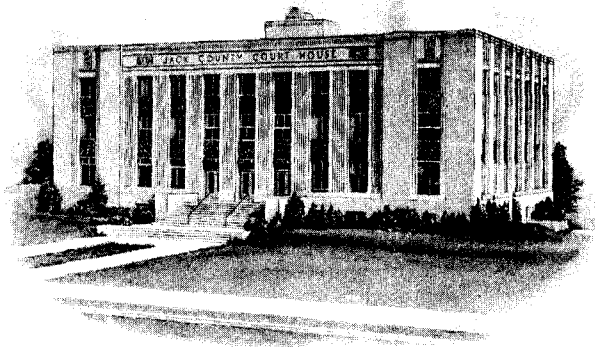
_____ O'CLOCK _____ M.

JUN 24 2013

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

JACK COUNTY



KIM GIBBY

County Treasurer

100 N. Main St., Ste. 201

Jacksboro, Texas 76458


JACKSBORO, TEXAS

AUDITOR AND TREASURER'S CERTIFICATE

I hereby certify that the following constitutes the Jack County Treasurer's Report for the monthly period ending on May 31, 2013.

This report was prepared for the purposes of comparing and reconciling the actual balances of the County's cash accounts and investments, if any, to its general ledger for the period stated.

Respectfully submitted,


Kim Gibby, Jack County Treasurer

FILED FOR RECORD

_____ O'CLOCK _____ M.

Agreed:


Earlene Rhoades, Jack County Auditor

JUN 24 2013

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

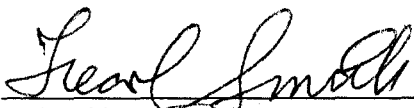
BY _____ DEPUTY


ORDER APPROVING TREASURER'S REPORT

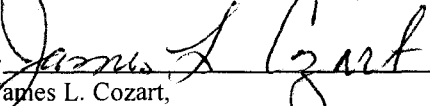
After comparing and examining the Treasurer's Report for the monthly period ending May 31, 2013, and determining that the report is correct, the Court finds that the report should be approved. It is therefore ORDERED that the report is approved.

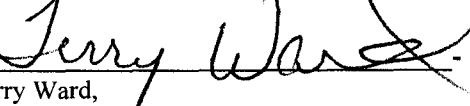
It is FURTHER ORDERED that the amounts received and paid from each fund, and the cash balance remaining in the Treasurer's custody are as indicated in the report itself.

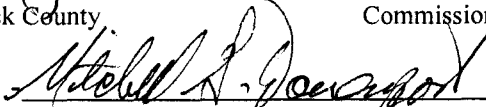
ORDERED this 24th day of June 2013.


Pearl Smith,
Commissioner, Pct. 1, Jack County


James Brock,
Commissioner, Pct. 2, Jack County


James L. Cozart,
Commissioner, Pct. 3, Jack County


Terry Ward,
Commissioner, Pct. 4, Jack County


Mitchell G. Dayenport,
County Judge of Jack County, Texas

ATTEST:


Janice Robinson, County Clerk of Jack County, Texas



Jack County
Bank Account Reconciliaton
5/31/2013

Bank Balance According to Statement	\$ 4,691,058.16
Outstanding Deposits	\$ -
Outstanding Checks	\$ 79,426.74
Balance	<u>\$ 4,611,631.42</u>

Balance per General Ledger by Fund

10	PCT. 1	\$ 168,482.65
20	PCT. 2	\$ 167,551.34
30	PCT. 3	\$ 197,787.52
40	PCT. 4	\$ 169,237.59
50	ROAD & BRIDGE C.W.	\$ 625,089.09
51	R&B Heavy Equipment	\$ (212,788.44)
60	LATERAL ROADS	\$ 194,973.45
70	LAW LIBRARY	\$ 24,496.85
80	Preservation fund	\$ 5,184.98
81	Work Program	\$ 45.17
82	Guardianship Fund	\$ 2,480.00
83	Emergency Management	\$ 199,086.77
84	Courthouse Renovations	\$ 376,056.54
85	Courthouse Renovations I&S	\$ (220,209.59)
90	GENERAL	\$ 2,152,693.89
91	COUNTY JUDGE EXCESS	\$ 2,253.69
92	Dist. & Co. Clerk Tech	\$ 5,649.00
93	PROBATE	\$ 2,295.32
94	RECORDS MANAGEMENT	\$ 6,281.03
95	COURTHOUSE SECURITY	\$ 152,008.89
96	J.P. TECHNOLOGY	\$ 19,337.79
98	INTEREST & SINKING	\$ 510,461.05
99	State Fines & Fees	\$ 74,031.53
Balance per General Ledger		\$ 4,622,486.11
Balance per Bank Statement		\$ 4,611,631.42
Unlocated difference		\$ (10,854.69)

	RECAP OF MONEY MAY 2013						
Fund	Balance	Transfer	Receipts	Accts Payable	Payroll	Transfer	Balance
Designation	05/01/13	Out				In	05/31/13

Precinct #1	\$166,291.36	\$ -		\$ 15,920.29	\$ 7,166.42	\$ 25,278.00	\$ 168,482.65
Precinct #2	\$163,109.13	\$ -		\$ 13,784.98	\$ 7,050.81	\$ 25,278.00	\$ 167,551.34
Precinct #3	\$194,550.11	\$ -	\$ 2,000.00	\$ 17,113.45	\$ 6,927.14	\$ 25,278.00	\$ 197,787.52
Precinct #4	\$163,590.46	\$ -		\$ 12,338.81	\$ 7,292.06	\$ 25,278.00	\$ 169,237.59
Road & Bridge	\$687,378.00	\$ 101,112.00	\$ 38,823.09			\$ -	\$ 625,089.09
R&B Heavy Equipment	(\$214,423.32)	\$ -	\$ 1,634.88			\$ -	\$ (212,788.44)
Lateral Road	\$194,973.45	\$ -				\$ -	\$ 194,973.45
Law Library	\$24,368.85	\$ -	\$ 315.00	\$ 187.00		\$ -	\$ 24,496.85
Records Preservation	\$5,094.98	\$ -	\$ 90.00			\$ -	\$ 5,184.98
Work Program	\$45.17	\$ -				\$ -	\$ 45.17
Guardianship Fund	\$2,400.00	\$ -	\$ 80.00			\$ -	\$ 2,480.00
Emergency Mgmt	\$196,860.74	\$ -	\$ 2,814.98	\$ 588.95		\$ -	\$ 199,086.77
CH Renovation	\$376,056.54	\$ -				\$ -	\$ 376,056.54
CH Renovation I&S fund bal	(\$221,989.01)	\$ -	\$ 1,779.42			\$ -	\$ (220,209.59)
General Fund	\$2,277,067.38	\$ -	\$ 123,942.20	\$ 150,718.27	\$ 97,597.42	\$ -	\$ 2,152,693.89
Judge's State Supplement	\$2,253.69	\$ -				\$ -	\$ 2,253.69
Dist. & Co. Court Tech	\$5,544.95	\$ -	\$ 104.05			\$ -	\$ 5,649.00
Probate Education	\$2,270.32	\$ -	\$ 25.00			\$ -	\$ 2,295.32
Records Management	\$5,964.83	\$ -	\$ 316.20			\$ -	\$ 6,281.03
Courthouse Security	\$151,041.74	\$ -	\$ 967.15			\$ -	\$ 152,008.89
Justice Court Tech	\$18,891.57	\$ -	\$ 446.22			\$ -	\$ 19,337.79
Interest & Sinking	\$506,767.01	\$ -	\$ 3,694.04			\$ -	\$ 510,461.05
State Fines & Fees	\$60,588.67	\$ -	\$ 13,442.86			\$ -	\$ 74,031.53

TOTALS	\$4,768,696.62	\$ 101,112.00	\$ 190,475.09	\$ 210,651.75	\$ 126,033.85	\$ 101,112.00	\$ 4,622,486.11

xx

TREASURER'S REPORT MAY 2013				
UNCLAIMED PROPERTY ACCOUNT				
Date	Rec'd From	Description		
5/1/13		BALANCE FORWARD	\$5,841.22	
5/1/13	WISE CO	PROBATIONER UNCLAIMED PROP	\$28.90	Balance
				\$5,870.12
EXTRADITION ACCOUNT				
Date	Rec'd From	Description		
5/31/13		BALANCE FORWARD		Balance
				\$1,422.90
00078 ACCOUNT				
Date	Rec'd From	Description		
5/31/13		BALANCE SHOWN ON STATEMENT	\$ 4,691,058.16	
		Outstanding Checks	79,426.74	Balance
		ENDING BALANCE	5/31/13	\$4,611,631.42

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

FILED FOR RECORD

_____ O'CLOCK _____ M.

James L. Brock

JUN 24 2013

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

For Successfully Completing 9 Hours of Educational Training

During the

**84th Annual West Texas County Judges and
Commissioners Association Conference**


April 23-26, 2013

Midland, TX

TEXAS A&M
AGRILIFE
EXTENSION



Douglas L. Steele, Director, Texas A&M AgriLife Extension Service



Rick Avery, Director, V.G. Young Institute of County Government



Tommy Owens, President, West Texas County Judges and Commissioners Association



APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITY

JUN 24 2013

THE STATE OF TEXAS
COUNTY OF JACKJANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

NOW COMES - Laake Oilfield Service, LLC BY _____ DEPUTY
Company, and respectfully makes this application to the Commissioners Court of Jack
County, Texas, to grant unto the Company a permit for authorization to lay a pipeline or
place a utility across and under the public roads of the County of Jack, State of Texas,
conditioned as follows:

1. That said Company, in consideration for the grant by said County, does hereby agree
that said pipeline/utility of the following description, crossing a county road in Precinct
- 3, Jack County, Texas, at a point hereinafter indicated, will be constructed in such
a manner that the construction of same will not interfere with public travel, and that no
construction will begin until the Commissioner of said precinct, his agents, or employee
approves said location by an on-site inspection.

DESCRIPTION AND LOCATION (Map must be attached):

*We will be crossing the road ~~road~~ (Wesley Chapel)
just south of the Cemetery right before the 90° going East.*

2. The Company assures the County that it has obtained authorization, if any is required,
from any landowners adjoining the crossing to cross whatever portion of their land, if
any, lies beneath the roadway.

3. Such pipeline/utility shall be encased, so buried, covered, constructed and maintained
as not to interfere with the use and occupancy of such roads by the public or the County.
That a pipeline shall be buried to the depth of at least three (3) feet below the surface of
the borrow ditch, that the pipeline/utility shall be situated no closer than three (3) feet
from the edge of the roadway, and that the road will be restored at the time of
construction to its original condition.

4. In the event it becomes necessary to build a Farm-to-Market Road or other road across
such roads, it will become the duty of said the Company to adjust its pipeline with such
construction without compensation from the County.

5. If said crossing is accomplished by crossing the traveled portion of said road, then the
Company agrees it shall, that at its expense, bore under the road as its means of crossing
and not cut or trench said road for a crossing. Said boring shall be at a depth of at least
three (3) feet below the depth of the borrow ditch.

6. The Company shall fill and level ditches using appropriate fill material or gravel so as
to return the road and/or borrow ditch in same condition as before construction so far as
possible. Company shall remove any large rocks unearthed at construction at its expense.

7. The Company shall pay, at the time of application, the sum of \$500.00 for each
crossing unto the Treasurer of Jack County, Texas. In the event that the permit is not
granted, the application fee will be returned.

8. Said access herein granted may be assigned by the Company without further grant or procedure but grantee shall be bound by the same conditions.

9. In the event that the Company abandons its line, the Company shall remove its line from the roadway and this grant is vacated.

10. The Company is responsible to present this application to the Commissioner of the Precinct involved and obtain his signature evidencing the fact that he has seen the application and discussed the location with the Company. The Company shall then present the Application with the appropriate check to the County Judge's Office to then make arrangements for placing the matter on the Commissioners Court Agenda for approval.

11. The Company shall call the County Commissioner 48 hours prior to starting the actual work.

DATED THIS 13 day of June, 2013.

Recommended by:

APPLICANT: Laake Outfield

Phone No. 940-351-0099

COMMISSIONER:
PRECINCT # - _____

By: [Signature]

APPROVED: [Signature]
County Judge of Jack County, Texas



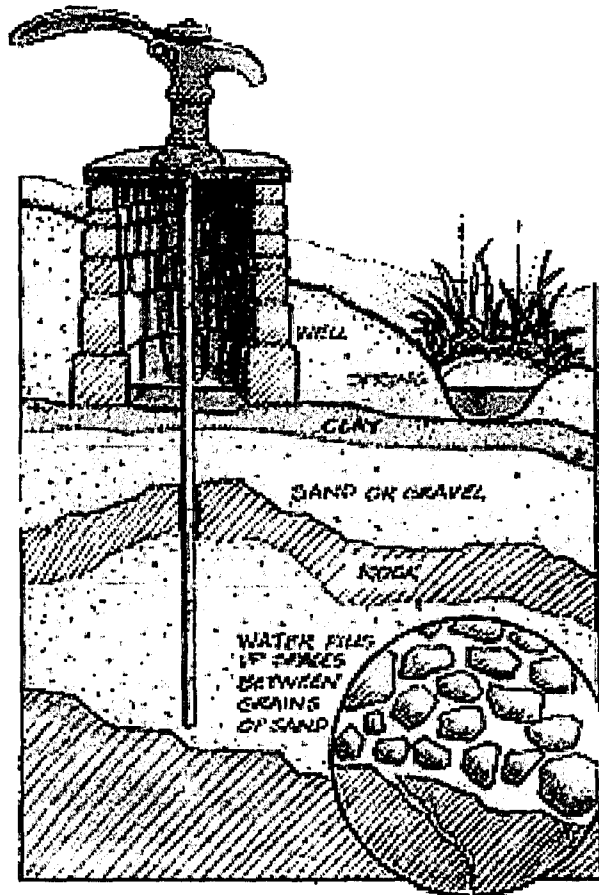
Google earth

miles 1
km 2



We will be crossing the road south of the cemetery just before the 90° in Wesley Chapel Rd.

Attachment 1 - Cross Section of an Aquifer



<http://www.gma.org/katahdin/aquifer.html>
Gulf of Maine Aquarium

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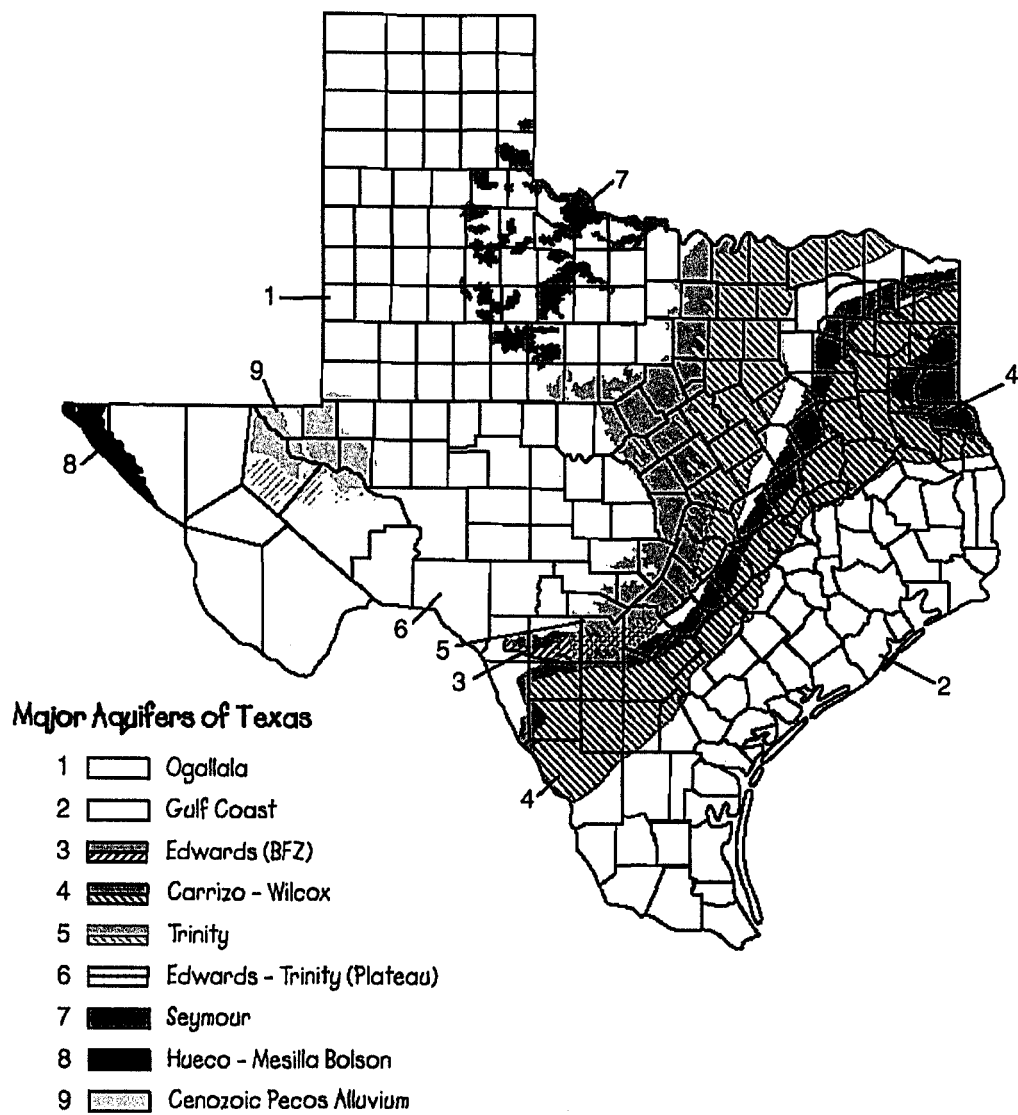
_____ O'CLOCK _____ M.

JUN 24 2013

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Attachment 2 - Map of Texas with 9 Major Aquifers Outlined



TAKE THE 40 GALLON CHALLENGE



Americans join forces to
save water across the nation.
Take the 40 Gallon Challenge
today and pledge to save water
at www.40GallonChallenge.org.

FILED FOR RECORD
_____ O'CLOCK _____ M.

JUN 24 2013

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Water conservation is an ever-growing concern for everyone on our planet.
Make a difference. Pledge to save 40 gallons of water each day.

www.40GallonChallenge.org

Indoors

- 🏠 Run dishwasher only when full
- 🏠 Take shorter showers
- 🏠 Turn off water while brushing teeth
- 🏠 Fix leaky faucets and toilets
- 🏠 Install low-flow toilets and showerheads

Outdoors

- 🌟 Collect precipitation in a rain barrel
- 🌟 Sweep, don't wash, driveways and sidewalks
- 🌟 Water lawn after midnight and before 10 a.m.
- 🌟 Repair leaky pipes and sprinkler heads
- 🌟 Add mulch to trees and plants

.. For more information, contact your local Extension office.

CONFIDENTIAL SETTLEMENT and RELEASE AGREEMENT

READ CAREFULLY

This Confidential Settlement and Release Agreement is entered into by and between: (1) Jack County, Texas (2) Nedderman & Associates, and (3) Patriot Roofing and Construction, LLC.

Definitions.

The term "Releasors" shall mean Jack County, Texas, including, but not limited to County Judge Mitchell G. Davenport, the Commissioners Court of Jack County and their individual and joint assigns, successors, transferees, agents, representatives, attorneys, employees and insurers.

The term "Jack County Courthouse Project" shall mean the roofing construction and replacement project that took place, at least in part, in July and August 2011.

The term "Nedderman" shall mean Nedderman & Associates, the general contractor on Jack County Courthouse Project, including, but not limited to its employees, agents and representatives.

The term "Patriot" shall mean Patriot Roofing and Construction LLC, a subcontractor on the Jack County Courthouse Project, including, but not limited to its employees, agents and representatives. Patriot entered into a subcontract with Nedderman on July 18, 2011 to replace the roof at the Jack County Courthouse.

The term "Underwriters" shall mean Those Certain Underwriters at Lloyds London Severally Subscribing to Certificate ARTGC32423.

The term "date of loss" shall mean the weather related rain event occurring on or about August 13, 2011 for which Jack County, Texas seeks recovery of damages.

The term "Released Parties" shall mean (1) Patriot, Nedderman, Gulf Coast Claims Service and Underwriters, together with: (a) all of their divisions, affiliates, parent corporations, sister corporations, subsidiary corporations, transferees, assignees, predecessors, and successors

FILED FOR RECORD
O'CLOCK _____ M.

JUN 24 2013

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

and (b) all officers, directors, shareholders, adjusters, employees, agents, representatives, administrators, executors, and attorneys of the Released Parties.

The term "Parties" shall mean collectively Releasors and Released Parties.

The term "Claim" shall mean any and all claims for monetary or other damages allegedly arising out of August 13, 2011 weather related rain event and for which Releasors seek compensation or damages from Patriot, Nedderman or Underwriters.

The term "Release" shall mean this document, the Confidential Settlement Agreement and Release.

The term "Date of this Release" shall mean the date this Release is signed by Releasors.

The term "Claims" shall mean all claims, demands, damages, liabilities, rights, actions, causes of action, lawsuits, complaints, insurance department complaints, violations of any state or federal law, regulation, order or mandate, expenses, costs, attorney's fees, or damages of whatsoever kind or nature (including, but not limited to, compensatory damages, punitive damages, contract or tort damages, interest, extra-contractual damages, bad faith damages, consequential damages, inconsequential damages, and penalties) arising from the August 13, 2011 weather related rain event made the basis of Jack County, Texas' claims.

The term "Policy" shall mean collectively all documents providing or evidencing any application for insurance, insurance coverage, certificate of insurance, and/or policy of insurance between Patriot and Underwriters effective on the date of loss made the basis of this Claim. Other terms are defined where they are used in the Release.

The Parties understand and agree to all of the Definitions set forth in this Release.

Recitals.

The Parties understand and agree that the following recitals are true and correct and constitute a material part of this Release.

This is a claim arising out of damage to the Jack County Courthouse as a result of a weather related rain event on August 13, 2011. At the time of the event, Patriot had contracted with general contractor Nedderman to remove and replace the roof on the courthouse. Underwriters

previously issued Policy Number ARTGC32423 to Patriot effective October 17, 2010 to October 17, 2011 (the "Policy"). The Policy provided commercial general liability coverage. As a result of the August 13, 2011 weather related rain event and damages caused thereby certain disputes arose between Jack County, Texas, Nedderman and Patriot. In correspondence dated February 28, 2012, Releasors made a demand for damages for the total amount of \$43,964.00. The Released Parties deny liability for all allegations, causes of action, counts, legal claims, and damages alleged to have arisen out of the August 13, 2011 weather related rain event.

However, the Parties, have agreed to forever settle, compromise, and release any and all claims between them that exist or may exist as of the date of this Release, whether known or unknown arising out of the August 13, 2011 weather related rain event damages and Claim.

For the good and valuable consideration recited herein, the receipt and sufficiency of which are acknowledged by the Parties, the Parties understand and agree to the terms set forth in this Release.

Settlement Payments.

Patriot, by and through its insurer, Underwriters, will issue a check payable to Jack County, Texas, in the full and final amount of Forty-Three Thousand Nine-Hundred Sixty Four and 00/100 dollars (\$43,964.00). Upon Releasors' receipt of the check, Releasors shall, execute this Release and deliver to Dwayne Ellis at Gulf Coast Claims Service the original of this signed Release bearing the notarized original signatures of the appropriate and duly authorized representative(s) of Releasors. Releasors shall be relieved of this obligation to deliver the original of this executed Release only if the aforementioned check is presented and subsequently dishonored.

Release of All Claims by Releasors.

Releasors, for themselves and on behalf of all Releasors, release and discharge the Released Parties from any and all past, present, or future Claims, whatsoever, whether such Claims are known or unknown, foreseen or unforeseen, developed or undeveloped, discoverable or presently incapable of being discovered, relating in any way to any act or omission that

occurred or should have occurred on or before the Date of this Release arising from the August 13, 2011 weather related rain event, including, but not limited to: (a) all Claims asserted; (b) all Claims that could have been asserted in any lawsuit, complaint in equity, or state or federal agency or administrative proceeding related to the August 13, 2011 weather related rain event; (c) all Claims under the Policy related to the August 13, 2011 weather related rain event; and (d) all Claims arising out of any actual or alleged duty, or contractual, or legal relationship, express or implied, between Releasors and Released Parties related to the August 13, 2011 weather related rain event.

This Release waives, releases, and prohibits all Claims arising from or related to the August 13, 2011 weather related rain event, whether based on contract or tort, law or equity, and no matter the legal theory or requested relief or remedy, including, but not limited to, claims for breach of contract, negligence, good faith and fair dealing, common law or statutory bad faith, statutory penalties, appraisal rights, appeal rights, breach of implied duties or contracts, quantum meruit, unjust enrichment, restitution, misrepresentation, strict liability misrepresentation, negligent misrepresentation, fraudulent misrepresentation, breach of fiduciary duty, fraud, constructive fraud, consumer fraud, unfair or deceptive practices, estoppel, unclean hands, attorney's fees, punitive damages, agency, negligent hiring, negligent retention, negligent supervision, agent misconduct, vicarious liability, respondeat superior, violations of administrative codes, violations of insurance codes, or violations of state or federal statutes, regulations, orders, rules, or mandates.

No Assignments.

Releasors represent and warrant that they have not assigned their rights, title, damages, benefits, or interests in the above-referenced claim arising out of the August 13, 2011 weather related rain event to any other person or entity.

Indemnification.

Releasors understand and agree to indemnify, defend, and hold harmless the Released Parties from any and all Claims that may be asserted against any of the Released Parties

by, through or under Releasors relating in any way to: (a) all Claims asserted; (b) all Claims that could have been asserted in any claim, lawsuit, complaint in equity, or state or federal agency or administrative proceeding arising out of the August 13, 2011 weather related rain event; (c) all Claims under the Policy arising out of the August 13, 2011 weather related rain event; (d) all Claims arising out of any actual or alleged duty, or contractual, or legal relationship, express or implied, between Releasors and the Released Parties related to the August 13, 2011 weather related rain event; and (e) any claims, liens, demands, garnishments, subrogations, or causes of action brought by Releasors' employees, agents, representatives, commissioners, attorneys, insurers (expressly excluding Underwriters and the Released Parties), agents, adjusters, experts, contractors, mortgagees, creditors, lenders, or medical professionals related to the August 13, 2011 weather related rain event.

No Admission of Liability.

Releasors agree that nothing in this Release is to be construed as an admission of liability by the Released Parties. Releasors acknowledge that the Released Parties deny liability of any type.

Releasors are Not Relying on Statements by the Released Parties.

Releasors understand and agree that in accepting the terms of this Release and signing this Release they are relying on their own judgment, belief, and knowledge, and not on any representations or statements made by the Released Parties or anyone representing the Released Parties. Releasors acknowledge that this Release accurately reflects all of the terms of the Parties' settlement and that no other promise, inducement, or agreement exists between the Parties other than what is expressed within the four corners of this Release. Releasors stipulate that this Release contains the entire agreement between the Parties.

Tax Consequences.

The Released Parties make no representations regarding any tax consequences associated with the terms of this Release. Releasors understand and agree that the Released Parties have no

responsibility for any tax liability either or both may incur as a consequence of this Release or any payment hereunder.

Mutual Confidentiality.

The Parties agree to keep confidential and secret, and have instructed their agents and representatives to keep confidential and secret, the amount of the consideration paid or to be paid under the terms of this agreement, and the details, or terms of this agreement; and do also agree that no copy of this agreement will be given to any person, organization, or entity of any type, except as required by law or legal process. Further, nothing contained herein shall preclude the parties from disclosing the terms of this agreement to a member of the appropriate county commissioners or officials or other such professionals who have need for such information as part of their professional responsibilities, or as required by law. Mutual confidentiality will serve as consideration for the confidentiality agreement.

Covenant Not To Sue.

Releasors, for themselves and on behalf of their agents, employees, representatives and commissioners, agree that they will not commence any future lawsuit, action, or complaint of any nature against any Released Party relating to: (a) Claims asserted related to the August 13, 2011 weather related rain event; (b) Claims that could have been asserted in any other legal, equitable, agency or administrative proceeding related to the August 13, 2011 weather related rain event; (c) Claims under the Policy related to the August 13, 2011 weather related rain event; or (d) Claims arising out of any actual or alleged contractual relationship, express or implied, between Releasors and any of the Released Parties related to the August 13, 2011 weather related rain event.

Right To Cure.

The Parties agree that if any Party believes any other Party has breached the terms of this Release, the Party believing a breach has occurred must give the other Parties written notice of any alleged breach and a 30-day right to cure prior to initiating an action for breach of this Release.

Choice of Jurisdiction and Law.

If a dispute arises between the Parties concerning the subject matter of this Release, the Parties agree that any action filed in connection with the dispute shall be filed in state or federal court in Texas and that the law of Texas shall apply to the interpretation and enforcement of the Release, without reference to choice of law principles.

Entire Agreement/Amendments – Merger.

The Parties understand and agree that this Release constitutes the entire agreement and understanding between the Parties and that this Release supersedes all prior oral and written agreements, understandings, statements, and representations. The Parties further understand and agree that any amendment to this Release must be in writing and signed by the Parties.

Mutual Drafting and Construction.

The Parties understand and agree that this Release is purely voluntary and was prepared for the mutual benefit of the Parties. Neither Releasors, nor any of the Released Parties, shall be considered to be a unilateral or singular drafter of this Release. The Parties stipulate they had the opportunity to have their respective counsel review and approve this Release. The Parties understand and agree that this Release shall be interpreted in accordance with the plain meaning of its terms and shall not be construed strictly for or against any of the Parties.

Severability.

If any provision of this Release is held by a court of competent jurisdiction to be invalid or to conflict with applicable federal, state or local law, the Release shall be deemed to be reformed to remove that invalid provision. However, all remaining provisions of the Release shall remain in full force and effect.

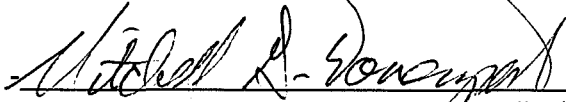
Execution by Releasors Sufficient – Execution by Released Parties Not Required.

All Parties understand and agree that this Release shall not be executed by the Released Parties in order for this Release to be fully effective and binding upon execution by Releasors.

Counterparts.

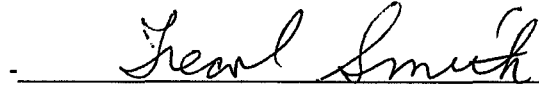
This Release may be signed in counterpart.

THE PERSON SIGNING THIS RELEASE REPRESENTS AS FOLLOWS: HE/SHE HAS READ THE RELEASE, HE/SHE UNDERSTANDS THE RELEASE. HE/SHE HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL ABOUT THE MEANING AND CONSEQUENCES OF THE RELEASE, HE/SHE IS AN APPROPRIATE AND DULY AUTHORIZED REPRESENTATIVE OF JACK COUNTY, TEXAS WITH AUTHORITY TO SIGN THIS RELEASE ON JACK COUNTY, TEXAS' BEHALF, AND HE/SHE FREELY AND VOLUNTARILY SIGNS THE RELEASE.

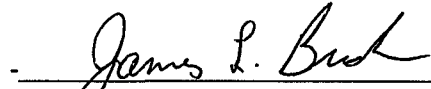


Mitchell G. Davenport, County Judge ---- Jack County, Texas

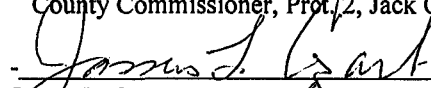
APPROVED BY THE FOLLOWING JACK COUNTY COMMISSIONERS:



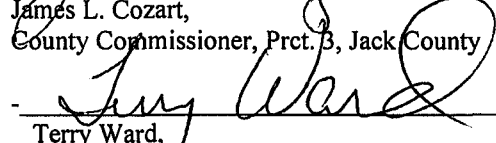
Pearl Smith,
County Commissioner, Prct. 1, Jack County



James L. Brock,
County Commissioner, Prct. 2, Jack County



James L. Cozart,
County Commissioner, Prct. 3, Jack County



Terry Ward,
County Commissioner, Prct. 4, Jack County

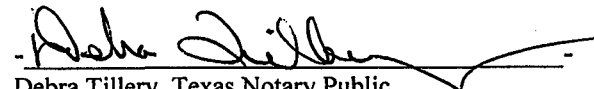
ATTEST:



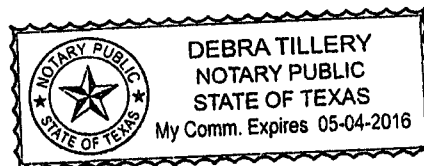
Janice C. Robinson, County Clerk of Jack County, Texas



SUBSCRIBED AND SWORN to before me this 24th day of June, 2013.



Debra Tillery, Texas Notary Public
My commission expires: May 4, 2016



CUMMINGS WESTLAKE LLC

12837 Louetta Road, Suite 201 Cypress, Texas 77429-5611 713-266-4456 713-266-2333 (Fax)

OVERNIGHT MAIL

June 19, 2013

The Honorable Mitchell G. Davenport
Jack County Judge
100 Main Street
Jacksboro, TX 76458

Dear Judge Davenport,

FILED FOR RECORD

_____ O'CLOCK _____ M.

JUN 24 2013

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

On behalf of our client Keechi Wind, LLC, a wholly owned subsidiary of Renewable Energy Systems (RES), please accept this application for tax abatement for the company's planned 120 megawatt wind energy project in Jack County known as the Keechi Wind Project. I would like to be on the June 24th Commissioners Court agenda to continue discussions with the Court about the project.

RES requests that Jack County Commissioners Court create a reinvestment zone encompassing the legal descriptions of land in the application. Creation of the reinvestment zone is required by Section 312.401 of the Property Tax Code before the county may enter into a tax abatement agreement.

Please note that the land descriptions have been change from what was submitted to the Court in my letter of June 3rd. The changes made were (1) to limit the size of the reinvestment zone by limiting the land in the CSL Henderson Survey, Abstract 257 to only the land lying west of Highway 1156 and (2) to limit the land in the Thomas Rives Survey, Abstract 505 to 147.9 acres. Limiting the land in the Thomas Rives Survey, Abstract 505 to the 147.9 acres ensures that none of this land is inside the city limits of the City of Jacksboro. I have confirmed this with maps provided by Jack County Appraisal District.

RES would like for Commissioners Court to schedule a public hearing for the creation of the reinvestment zone for one of its meetings in July. If Commissioners Court agrees to hold the required public hearing in July, the date of the public hearing would have to be published in the local newspaper seven days in advance of the public hearing and the county would have to advise all affected taxing units in writing of the county's intent to create a reinvestment zone seven days in advance of the public hearing.

I look forward to working with you and the county commissioners to reach agreement on tax abatement so that construction of the Keechi Wind energy project may begin. Tentative plans are to start construction of the project in late 2013 with completion in late 2014.

If you have questions or comments, I welcome your call at 713-266-4456 (office) or 281-433-9889 (cell).

Sincerely,

A handwritten signature in black ink, reading "D. Dale Cummings". The signature is written in a cursive style with a large, stylized "D" at the beginning.

D. Dale Cummings

attachments

cc: Chad Horton, RES

JACK COUNTY
APPLICATION FOR PROPERTY TAX ABATEMENT
FOR
ECONOMIC DEVELOPMENT INCENTIVES

1. Property Owner

Name: Keechi Wind, LLC

Mailing Address: 9050 Capital of Texas Highway, Suite 390
Austin, TX 78759

Telephone: 512-338-8561

Fax: 512-708-1757

Email: chad.horton@res-americas.com

2. Project Sponsor (If different than property owner)

Name: RES-Americas, Inc.

Mailing address: Same as above

Telephone: 512-338-8561

Fax: 512-708-1757

Email: chad.horton@res-americas.com

3. Applicant's Representative:

Name: Dale Cummings, Cummings Westlake, LLC

Mailing address: 12837 Louetta Road, Suite 201
Cypress, TX 77429

Telephone: 713-266-4456 x1

Fax: 713-266-2333

Email: dcummings@cwlp.net

PROPERTY/PROJECT DESCRIPTION
[attach other supporting pages as desired]

4. Property Address

Legal Description (provide attachment by metes and bounds and map):

See attached legal description and map.

5. Located within which school district:

Bryson ISD - No (0%) - Jacksboro ISD - Yes (+/- 75%) - Perrin Whitt CISD - Yes (+/- 25%) -

6. Description of Project

The proposed Project is anticipated to have an estimated total capacity of up to 120 megawatts (MW), of which approximately 75%, or 90MW, will be located in Jacksboro ISD and approximately 25%, or 30MW will be located in Perrin-Whitt CISD. Final turbine decisions have not been made. Current plans are for Keechi Wind to use up to thirty (30) Siemens 113 3.0 MW turbines but this is subject to change depending upon turbine availability and ultimate project size.

Keechi Wind requests a tax abatement agreement for all materials and equipment installed for the Project, including, but not limited to, wind turbines, towers, foundations, roadways, buildings and offices, anemometer towers, collection systems, electrical substations, transmission lines and associated towers, and interconnection facilities.

Construction of the Project is anticipated to begin in the December 2013 with completion by December 31, 2014.

7. Date(s) projected for occupation of project/initiation of operations:

Commercial operations are expected to start January 1, 2015.

8. Employment Impact in the county:

- a. How many jobs will be created by the project? 4 permanent jobs
- b. What types of jobs will be created? Operations manager, turbine technicians, and administrative support
- c. What will be the total annual payroll? Estimated at \$166,000

9. Fiscal Impact in the county:

- a. What is the estimated 100% value of taxable property that will be added to the tax rolls by the project? The estimated 100% value of taxable property that would be added to the tax rolls is \$180 million for the 120MW project if the project was not abated. However, without a competitive tax abatement agreement with the county, the project will not be constructed.
- b. How will this project affect existing businesses in the county? The project will not negatively affect existing businesses in the county. The project will offer local county businesses the opportunity to provide goods and services needed to operate the project.
- c. What infrastructure construction will be required? Infrastructure required includes construction of roads, turbine foundations, electrical connector systems, and a transmission line to connect to an electrical substation. All planned infrastructure will be constructed on land held by lease or easements from private landowners.
- d. What will be the impact on existing county infrastructure? None.
- e. What is the total annual projected operating budget of this facility? Projected operating budget information is proprietary and confidential.

10. Community Impact

- a. What effect, if any, would the project have on the local housing market? None.
- b. What environmental impact will be created, if any, by the project? None.

11. Type and value of incentive requested of the County:

The company requests that Jack County enter into a six-year tax abatement agreement for the project with the following terms:

TAX ABATEMENT	
YEAR	ABATED PERCENTAGE
1	90%
2	90%
3	80%
4	70%
5	60%
6	40%

The term of the tax abatement agreement would begin January 1 after the delivery of notice from the Company has been completed or is near completion.

LEGAL DESCRIPTION OF KEECHI WIND, LLC REINVESTMENT ZONE

Approximately 147.9 acres out of the Thomas Rives Survey, Abstract 505 being more fully described as: Beginning in the Southwestern most corner of the Thomas Rives Survey, Abstract 505, said corner being shared with the Northwest corner of the TH West Survey, Abstract 1499, thence northeasterly along the west line of the Thomas Rives Survey, Abstract 505 a distance of 3,455', thence Southeasterly a distance of 1,600' thence South a distance of 3,238' to the South line of the Thomas Rives, Survey Abstract 505 being the North line of the W Hart Survey, Abstract 278, thence West along the southern survey line of the Thomas Rives Survey, Abstract 505 being the northern survey line of the W Hart Survey, Abstract 505 a distance of 2,209' to the point of beginning being approximately 147.9 acres.

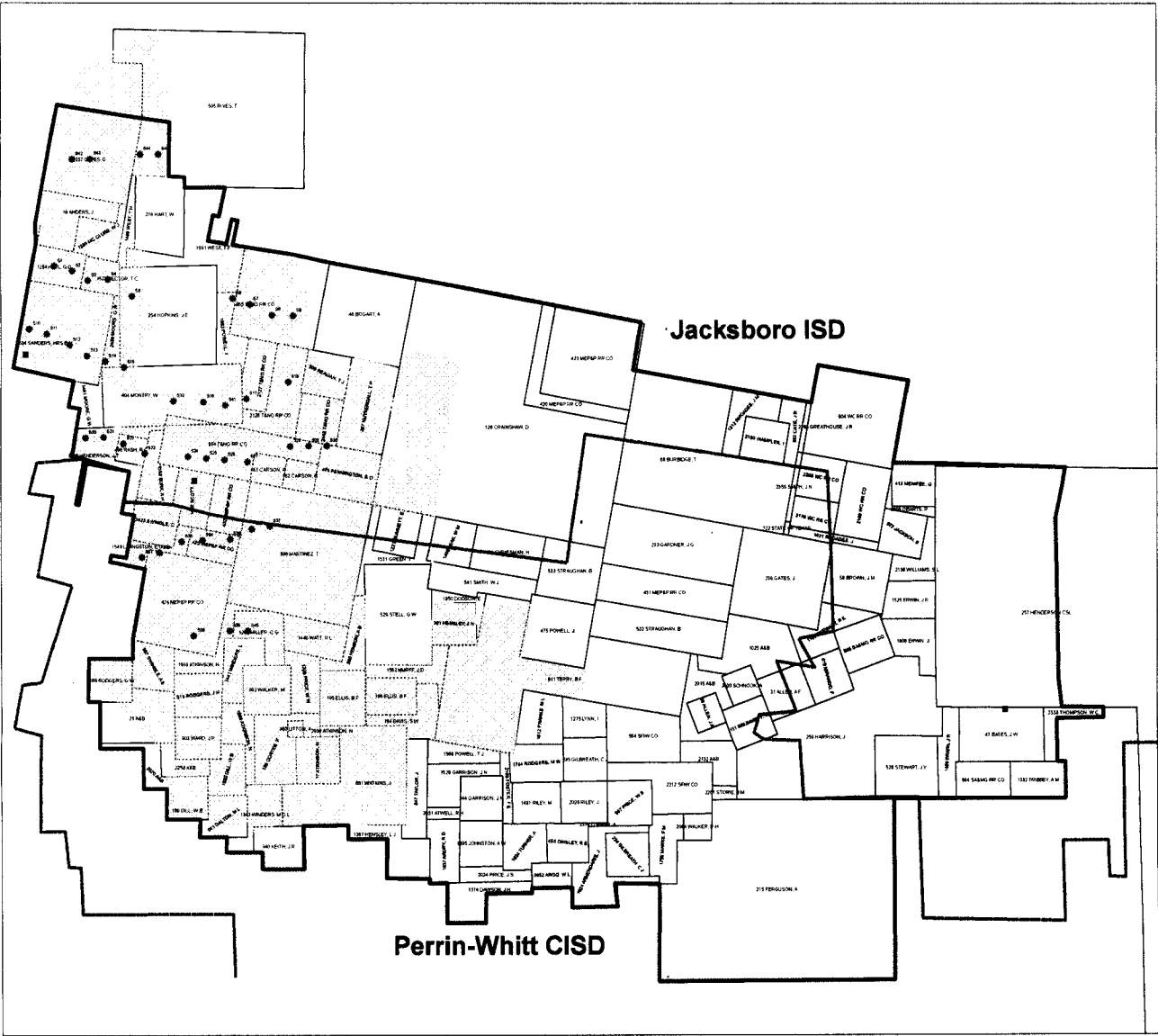
That portion of the CSL Henderson Survey, Abstract 257 lying West of Highway 1156.

All of the following abstracts and surveys:

1024 J ARMENDARIES	162 R CARSON	2442 J POWELL(T&NO RR)	903 J P WARD
1025 ARNOLD & BARRETT	163 R CARSON	2458 G W MOORE	904 WASHINGTON C RR CO
111 W BRUMMETT	17 N ATKINSON	254 J E HOPKINS	933 J R CATE
1189 R K STEWART	1708 W PRICE	259 J HARRISON	943 M L DALTON
122 E BRUMMETT	1755 F M MARKS	278 WM HART	960 A B HENSON
1264 Q D HALL	1764 M W ROGERS	30 J A ALLEN	972 S JACKSON
1267 L I HENSLEY	184 G W DAVIS	301 J H HENSLEY	987 W B PRICE
1275 ISHAM LYNN	189 W B DILL	31 A F ALLEN	997 S A SWINGLE
128 D CRENSHAW	1934 A TURNER	327 T P KUYKENDALL	LT 1 BLK 43 J W BUCKNER AB 34

1593 A HBURK	236 J GATES	854 T & N O RR CO	
16 J ANDERS	237 G GATES	855 T & N O RR CO	
16 J ANDERS GRAVEL PIT	2379 A TURNER	881 J WATKINS	
1608 J ERWIN	2400 A SCHOOK	892 M WALKER	
1612 M L FRANKS	244 J GARRISON	2020 A & B	

Keechi Creek Site Plan



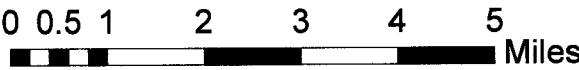
Legend

Reinvestment Zone

- Keechi Creek Reinvestment Zone
- Keechi Creek Project Boundary

— ISD Boundary

- Keechi Operations Building
- Keechi Substation
- Joplin Substation



HELEN FARABEE CENTERS
COUNTY OF JACK

FILED FOR RECORD

_____ O'CLOCK _____ M.

AUG 01 2013

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

A G R E E M E N T

In order to assure the accessibility of Behavioral Health Services when needed by any resident of Jack County pursuant to the authority contained in the Texas Health and Safety Code, Section 533.034, the Helen Farabee Centers acting by and through its Executive Director and the County of Jack, acting by and through its county commissioners, jointly enter into this agreement in conformity with the following terms and conditions.

County agrees to:

1. Register any complaints or questions with the supervisor regularly at the center, the Director of Behavioral Health Services, and/or Executive Director.
2. County contributes support for Young-Jack County Mental Health Center in the amount of \$1,300.00 per year.
3. County contributes additional support for Enhanced Crisis Services in the amount of \$2,600.00 per year.
4. Total local support is \$3,900.00 per year.
5. Payments are to be made to: Helen Farabee Centers, PO Box 8266, Wichita Falls, TX 76307.

Helen Farabee Centers agree to:

1. Provide sufficient staff to offer Behavioral Health Services in the center. All services will be in compliance with the standards set forth in Texas Department of State Health Services Commissioner's Rules and Community Standards.
2. Furnish all staff and program monies to support local service delivery including staff training, travel monies, cost for medications, laboratory, and other medical supplies, telephone costs to Helen Farabee Centers and other phone calls for administrative purposes, telephone line for facsimile communication, computer support and equipment, and other supplies as may be deemed necessary.
3. Provide services in or from other locations which include a Crisis Hotline for all local residents, residential options possibly located in other communities, laboratory tests for consumers, psychological testing as required, and continuity of care/discharge planning for those hospitalized.
4. Continually promote and upgrade communications and services allowing both the Community and the Centers to offer better services to residents of the center's catchment area.


HFC FY '14

It is mutually agreed that:

1. Fees charged and collected from residents for services shall be retained by Helen Farabee Centers. No one is refused services solely on inability to pay.
2. This shall be a continuing agreement until either party desires to revise or cancel the agreement.
3. A review of this agreement will be conducted annually for the purpose of making revisions that might be required. Either party may request an additional review at any time.
4. This agreement may be canceled by either party by giving written notice to the other party thirty (30) days in advance.

Effective September 1, 2013.

 6-24-13
County Judge Date

 July 02, 2013
Executive Director—HFC Date