

**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 February, 2014 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**

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

**FEB 20 2014**

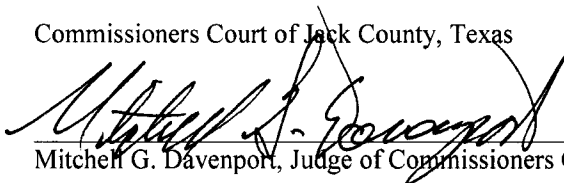
JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
  - (a) Approval of Minutes of Meeting of January 31, 2014 and February 10, 2014;
  - (b) Review and Acceptance of Revised Treasurer's and Auditor's Monthly Report for period ending January 31, 2014;
  - (c) Approval of laying of temporary drilling/completion line through culvert on Old Post Road Boring by Resource Water Transfer Services, L.P. in Precinct #1;
  - (d) Approval of Road Boring by Targa Midstream Services, L.L.C. under Barton Chapel Road in Precinct #3;
  - (e) Approval of Road Boring by Brigadier Oil & Gas across Rogers Road in Precinct #4;
  - (f) Ratification of Action by County Judge to obtain contract for annual inspection of courthouse elevator by Otis Service and Repair Order for 2014 inspection;
  - (g) Reception of Certificate of Training Hours for County Judge for 2013;
  - (h) Reception of Certificate of Training Hours for Commissioner, Precinct 1 for 2013;
  - (i) Reception of Certificate of Training Hours for Treasurer for 2013;
4. **Timed Agenda:** None
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2014 details;
7. Update and further discussion of creation of County Energy Transportation Reinvestment Zones (CETRZs) including the filing/preparation of application with the State;
8. FUTURE AGENDA ITEMS; AND;
9. ADJOURNMENT.

Dated this the 20th day of February, 2014

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 February, 2014, 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 February, 2014

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

By:   
\_\_\_\_\_  
Deputy Clerk



## MINUTES

On this the 24<sup>th</sup> day of February, 2014 the Commissioners Court of Jack County, Texas met in Regular session at 10:10 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.

**MAR 10 2014**

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

### PUBLIC FORUM

No members of the public were present.

### 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 January 31, 2014 and February 10, 2014;
- (b) Review and Acceptance of Revised Treasurer's and Auditor's Monthly Report for period ending January 31, 2014;
- (c) Approval of laying of temporary drilling/completion line through culvert on Old Post Oak Road Boring by Resource Water Transfer Services, L.P. in Precinct #1;
- (d) Approval of Road Boring by Targa Midstream Services, L.L.C. under Barton Chapel Road in Precinct #3;
- (e) Approval of Road Boring by Brigadier Oil & Gas across Rogers Road in Precinct #4;
- (f) Ratification of Action by County Judge to obtain contract for annual inspection of Courthouse elevator by Otis Service and Repair Order for 2014 inspection;
- (g) Reception of Certificate of Training Hours for County Judge for 2013;
- (h) Reception of Certificate of Training Hours for Commissioner, Precinct 1 for 2013;
- (i) Reception of Certificate of Training Hours for Treasurer for 2013;

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

### PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations;

Bridge work has begun in Precinct 4. The bridge will not be closed and redirected during this work until the end and the Jack County Sheriff's Office will be notified at that time.

### COURTHOUSE REPAIR PROJECT 2013

Update on Courthouse Repair Project 2013 details;

Danny Nash continues to work in the extension office along with some other projects. There has been an issue with the new floor not adhering to the floor surface since the original installation.

### COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONES (CETRZs)

Further discussion of creation of County Energy Transportation Reinvestment Zones (CETRZs);

No new information to report at this time.

ADJOURN

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

*Fearl F. Smith*

Fearl F. Smith, Commissioner Pct. #1

*James Brock*

James Brock, Commissioner Pct. #2

*James L. Cozart*

James L. Cozart, Commissioner Pct. #3

*Terry Ward*

Terry Ward, Commissioner Pct. #4

*Mitchell G. Davenport*

Mitchell G. Davenport, County Judge

ATTEST:

*Janice Robinson*  
Janice Robinson, County Clerk




JACKSBORO, TEXAS

FILED FOR RECORD  
O'CLOCK \_\_\_\_\_ M  
MAR 10 2014  
JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

I hereby certify that the following constitutes the Jack County Treasurer's Report for the monthly period ending on January 31, 2014.

Respectfully submitted,

  
\_\_\_\_\_  
Kim Gibby, Jack County Treasurer

Agreed:


Earlene Rhoades  
Earlene Rhoades, Jack County Auditor

After comparing and examining the Treasurer's Report for the monthly period ending January 31, 2014, 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 February 2014.

Fearl Smith  
Fearl Smith,  
Commissioner, Pct. 1, Jack County

  
James Brock,  
Commissioner, Pct. 2, Jack County

Commissioner, Pct. 1, Jack County  
- James L. Cozart  
James L. Cozart,  
Commissioner, Pct. 3, Jack County

James Brock,  
Commissioner, Pct. 2, Jack County

  
Terry Ward,  
Commissioner, Pct. 4, Jack County

Jack County  
Terry Ward,  
Commissioner, Pct. 4, Jack County  
- Mitchell G. Davenport  
Mitchell G. Davenport,  
County Judge of Jack County, Texas

**ATTEST:**

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

TREASURER'S REPORT JANUARY 2014					
UNCLAIMED PROPERTY ACCOUNT					
Date	Rec'd From	Description			Balance
1/31/14		BALANCE FORWARD			\$5,870.12
EXTRADITION ACCOUNT					
Date	Rec'd From	Description			
1/31/14		BALANCE FORWARD			Balance
					\$1,422.90
00078 ACCOUNT					
Date	Rec'd From	Description			
1/31/14		BALANCE SHOWN ON STATEMENT		\$ 5,443,592.62	
		Outstanding Checks		762,871.37	Balance
		ENDING BALANCE	1/31/14		\$4,680,721.25

	RECAP OF MONEY JANUARY 2014						
Fund	Balance	Transfer	Receipts	Accts Payable	Payroll	Transfer	Balance
Designation	01/01/14	Out				In	01/31/14
*****							
Precinct #1	\$ 200,917.93	\$ -		\$ 13,681.61	\$ 7,510.06	\$ 26,278.00	\$ 206,004.26
Precinct #2	\$ 194,524.42	\$ -		\$ 15,436.26	\$ 7,349.94	\$ 26,278.00	\$ 198,016.22
Precinct #3	\$ 231,873.13	\$ -	\$ 46.87	\$ 7,912.47	\$ 7,346.18	\$ 26,278.00	\$ 242,939.35
Precinct #4	\$ 196,085.06	\$ -		\$ 9,246.57	\$ 7,617.24	\$ 26,278.00	\$ 205,499.25
Road & Bridge	\$ 587,839.42	\$ 105,112.00	\$ 67,498.78			\$ -	\$ 550,226.20
R&B Heavy Equipment	\$ (228,868.88)	\$ -	\$ 14,774.95			\$ -	\$ (214,093.93)
Lateral Road	\$ 211,908.68	\$ -				\$ -	\$ 211,908.68
Law Library	\$ 27,002.85	\$ -	\$ 350.00	\$ 187.00		\$ -	\$ 27,165.85
Appellate Judicial System	\$ -	\$ -				\$ -	\$ -
County Court RTA	\$ 5,815.00	\$ -	\$ 2,855.00			\$ -	\$ 8,670.00
District Court RTA	\$ 272.46	\$ -	\$ 45.00			\$ -	\$ 317.46
Records Preservation	\$ 6,429.98	\$ -	\$ 100.00			\$ -	\$ 6,529.98
Work Program	\$ 45.17	\$ -				\$ -	\$ 45.17
Guardianship Fund	\$ 2,980.00	\$ -	\$ 20.00			\$ -	\$ 3,000.00
Emergency Mgmt	\$ 162,074.31	\$ -		\$ 212,824.29		\$ -	\$ (50,749.98)
CH Renovation	\$ 373,110.85	\$ -				\$ -	\$ 373,110.85
CH Renovation I&S fund bal	\$ 179,148.00	\$ -	\$ 15,378.61	\$ 225,362.50		\$ -	\$ (30,835.89)
General Fund	\$ 2,612,048.13	\$ -	\$ 281,379.79	\$ 244,068.67	\$ 105,578.65	\$ -	\$ 2,543,780.60
Judge's State Supplement	\$ 2,916.87	\$ -				\$ -	\$ 2,916.87
Dist. & Co. Court Tech	\$ 6,308.88	\$ -	\$ 36.79			\$ -	\$ 6,345.67
Probate Education	\$ 2,522.32	\$ -	\$ 5.00			\$ -	\$ 2,527.32
Records Management	\$ 3,109.88	\$ -	\$ 182.13			\$ -	\$ 3,292.01
Courthouse Security	\$ 155,789.42	\$ -	\$ 938.29			\$ -	\$ 156,727.71
Justice Court Tech	\$ 20,634.89	\$ -	\$ 332.00			\$ -	\$ 20,966.89
Interest & Sinking	\$ 519,433.51	\$ -	\$ 28,711.45	\$ 411,925.00		\$ -	\$ 136,219.96
State Fines & Fees	\$ 94,161.91	\$ -	\$ 14,196.36	\$ 27,312.83		\$ -	\$ 81,045.44
*****							
TOTALS	\$ 5,568,084.19	\$ 105,112.00	\$ 426,851.02	\$ 1,167,957.20	\$ 135,402.07	\$ 105,112.00	\$ 4,691,575.94

**Jack County**  
**Bank Account Reconciliaton**  
1/31/2014

Bank Balance According to Statement	\$ 5,443,592.62
Outstanding Deposits	\$ -
Outstanding Checks	\$ 762,871.37
Balance	<u>\$ 4,680,721.25</u>

Balance per General Ledger by Fund

10	PCT. 1	\$ 206,004.26
20	PCT. 2	\$ 198,016.22
30	PCT. 3	\$ 242,939.35
40	PCT. 4	\$ 205,499.25
50	ROAD & BRIDGE C.W.	\$ 550,226.20
51	R&B Heavy Equipment	\$ (214,093.93)
60	LATERAL ROADS	\$ 211,908.68
70	LAW LIBRARY	\$ 27,165.85
71	Appellate Judicial System	\$ -
72	County Court RTA	\$ 8,670.00
73	District Court RTA	\$ 317.46
80	Preservation fund	\$ 6,529.98
81	Work Program	\$ 45.17
82	Guardianship Fund	\$ 3,000.00
83	Emergency Management	\$ (50,749.98)
84	Courthouse Renovations	\$ 373,110.85
85	Courthouse Renovations I&S	\$ (30,835.89)
90	GENERAL	\$ 2,543,780.60
91	COUNTY JUDGE EXCESS	\$ 2,916.87
92	Dist. & Co. Clerk Tech	\$ 6,345.67
93	PROBATE	\$ 2,527.32
94	RECORDS MANAGEMENT	\$ 3,292.01
95	COURTHOUSE SECURITY	\$ 156,727.71
96	J.P. TECHNOLOGY	\$ 20,966.89
98	INTEREST & SINKING	\$ 136,219.96
99	State Fines & Fees	\$ 81,045.44
Balance per General Ledger		\$ 4,691,575.94
Balance per Bank Statement		\$ 4,680,721.25
Unlocated difference		\$ (10,854.69)

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

**THE STATE OF TEXAS  
COUNTY OF JACK**

NOW COMES - Resource Water Transfer Services, LP, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company 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 - 1, 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. Aerial photocopies are not acceptable; county road maps are. Location should include GPS coordinates of crossing.): Laying line North on Old Post Oak Rd and crossing through Culvert into lease entrance.

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.

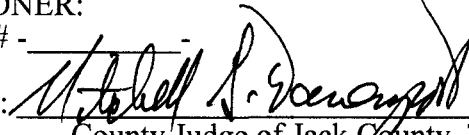
DATED THIS 14 day of February, 2013.

Recommended by:

APPLICANT: Kelly Mower -  
Phone No. (940) 229-0106 -

-  
COMMISSIONER:  
PRECINCT # -

By: -

APPROVED:  -  
County Judge of Jack County, Texas

N

Culvert  
↓

Red Road

Old Post Oak Rd

Country Road starts

Golf Course

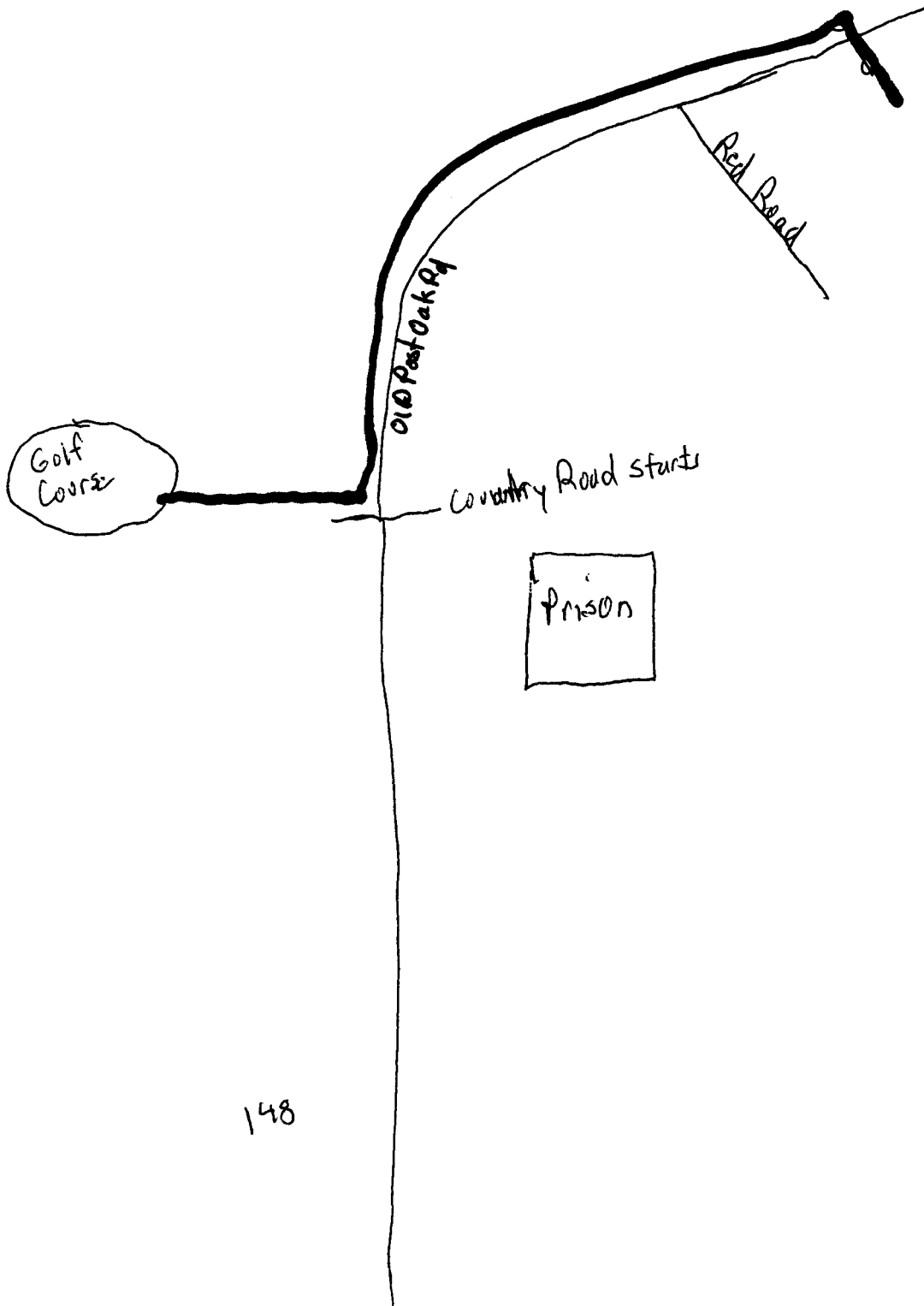
Prison

148

S

E

W



**APPLICATION FOR PERMIT AND RIGHT-OF-WAY  
TO CONSTRUCT PIPELINE OR UTILITY**

**THE STATE OF TEXAS  
COUNTY OF JACK**

NOW COMES - Targa Midstream Services LLC., hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto Company a permit and Right-of-Way 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):

Proposed 8 inch steel line to be laid 6 feet below the bar ditches with pipeline markers placed on fence lines with an unobstructed view. Line is to be laid by wet bore method in a manner not to disturb the County Road. Line will cross Barton Chapel Road approximately 16,397.69 feet west of its intersection with FM 4.

2. That such pipeline/utility shall be 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 six (6) feet below the surface of the borrow ditch and that the road will be restored at the time of construction to its original condition.
3. That 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 Company to adjust its pipeline with such construction without compensation from the County.
4. 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.
5. 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.
6. That Company shall pay unto the Treasurer of Jack County, Texas the sum of \$500.00 at the time of application if road is open cut. In the event that the permit is not granted, the application fee will be returned.

7. That said Right-of-Way may be assigned by Company without further grant or procedure.

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

DATED THIS 18<sup>th</sup> day of February, 2014.

Recommended by:

APPLICANT: Targa Midstream Services LLC

Phone No. 940-484-9754

Darryl Endrey  
By: Darryl Endrey 903-748-1103

COMMISSIONER: \_\_\_\_\_

PRECINCT # \_\_\_\_\_

APPROVED: \_\_\_\_\_

Michael S. Pennington  
County Judge of Jack County, Texas

**B. S. & F. SURVEY  
SEC. 5, A-112**

GREGORY W. GIVENS et ux,  
DEBORAH GIVENS  
25 MAY 1995  
VOL. 614 PG. 767 D.R.  
(CALLED 131.89 AC.)

EXISTING PIPELINE

NORTH SIDE OF ROAD

C/L BAR DITCH

EDGE OF PAVEMENT

C/L ROAD

EDGE OF PAVEMENT

C/L BAR DITCH

SOUTH SIDE OF ROAD

PROPOSED PIPELINE

LAT: 33°03'39.81"  
LONG: -98°17'23.98"  
NAD 83

90°

MARION L. BURDA  
02 DECEMBER 2002  
BOOK 696 PAGE 823 D.R.  
(315.79 ACRES)

CONTRACTORS: IT IS YOUR RESPONSIBILITY  
TO CALL THE TXDOT AREA INSPECTOR 48  
HOURS PRIOR TO START OF CONSTRUCTION.  
(See specs for utility installation for contact numbers.)

THE LINE WILL BE INSTALLED BY  
CONVENTIONAL DRY AUGER BORING UNLESS  
OTHERWISE APPROVED BY A TXDOT  
ENGINEER OR INSPECTOR.

**PLAN**

SCALE: 1" = 20'



ERIC BRENNAN, TEXAS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
NUMBER 5560

**PROFILE**

SCALE: HOR. = 1" = 20'  
VERT. = 1" = 10'

FENCE ON NORTH SIDE  
OF ROAD E-1152.9'

C/L BAR DITCH E-1149.9'

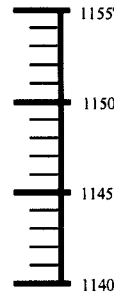
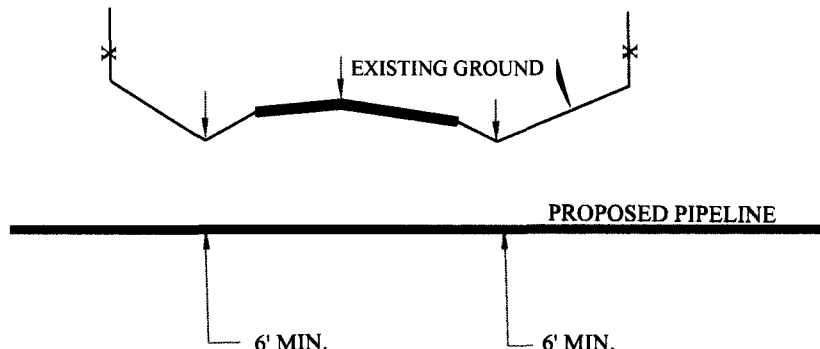
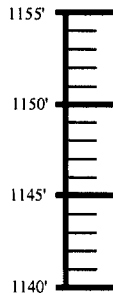
EDGE OF ROAD E-1151.0'

EXISTING  
C/L ROAD E-1151.2'

EDGE OF ROAD E-1150.5'

C/L BAR DITCH E-1149.5'

FENCE ON SOUTH SIDE  
OF ROAD E-1152.4'



**PLAN & PROFILE  
SHOWING**

**OWEN SURVEYING CO.**

FIRM # 10069000  
P.O. BOX 336, BRECKENRIDGE, TX 76424  
254-559-9898  
COPYRIGHT 2013, OWEN SURVEYING CO.

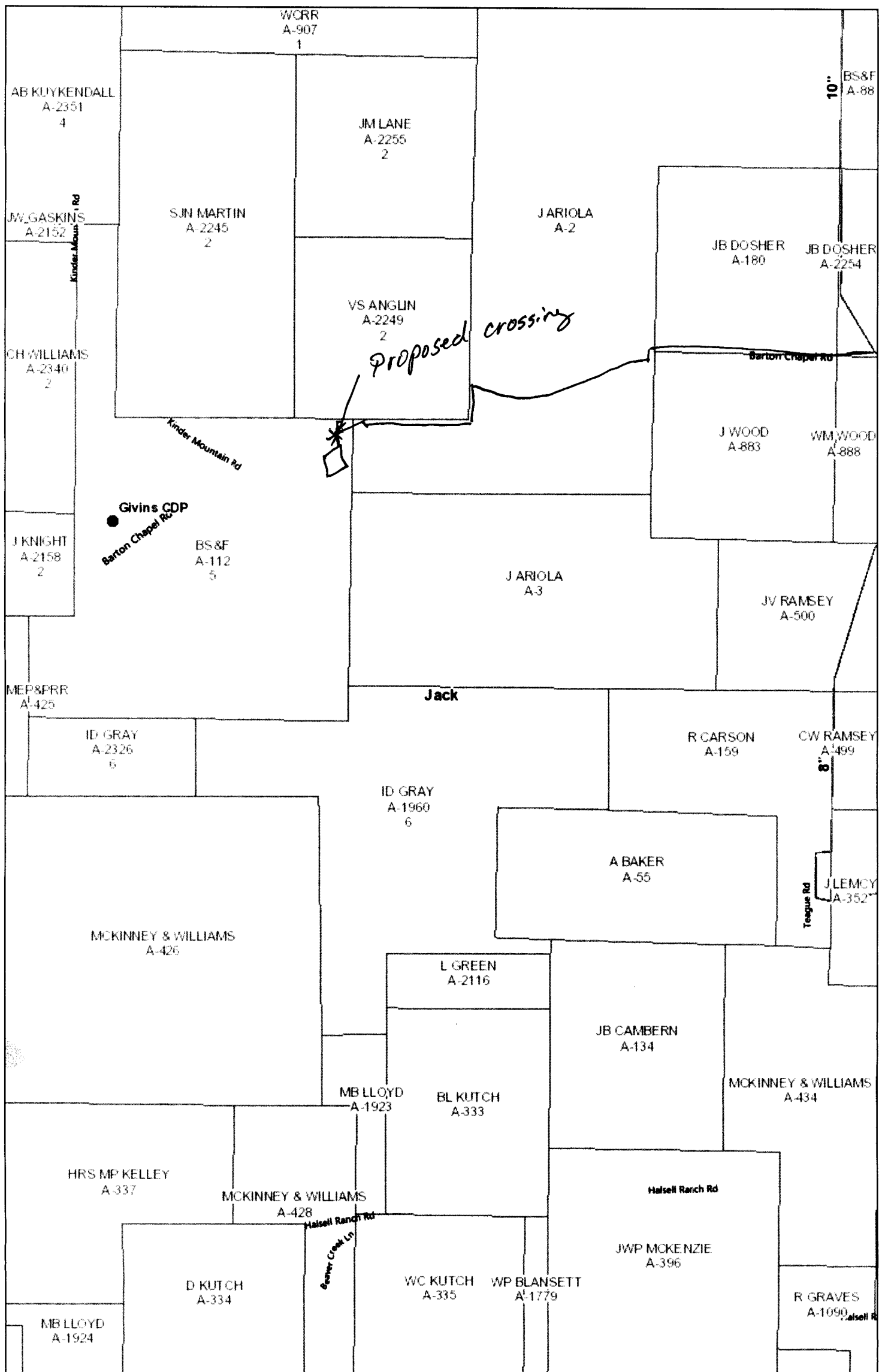
J-265LPROFILE

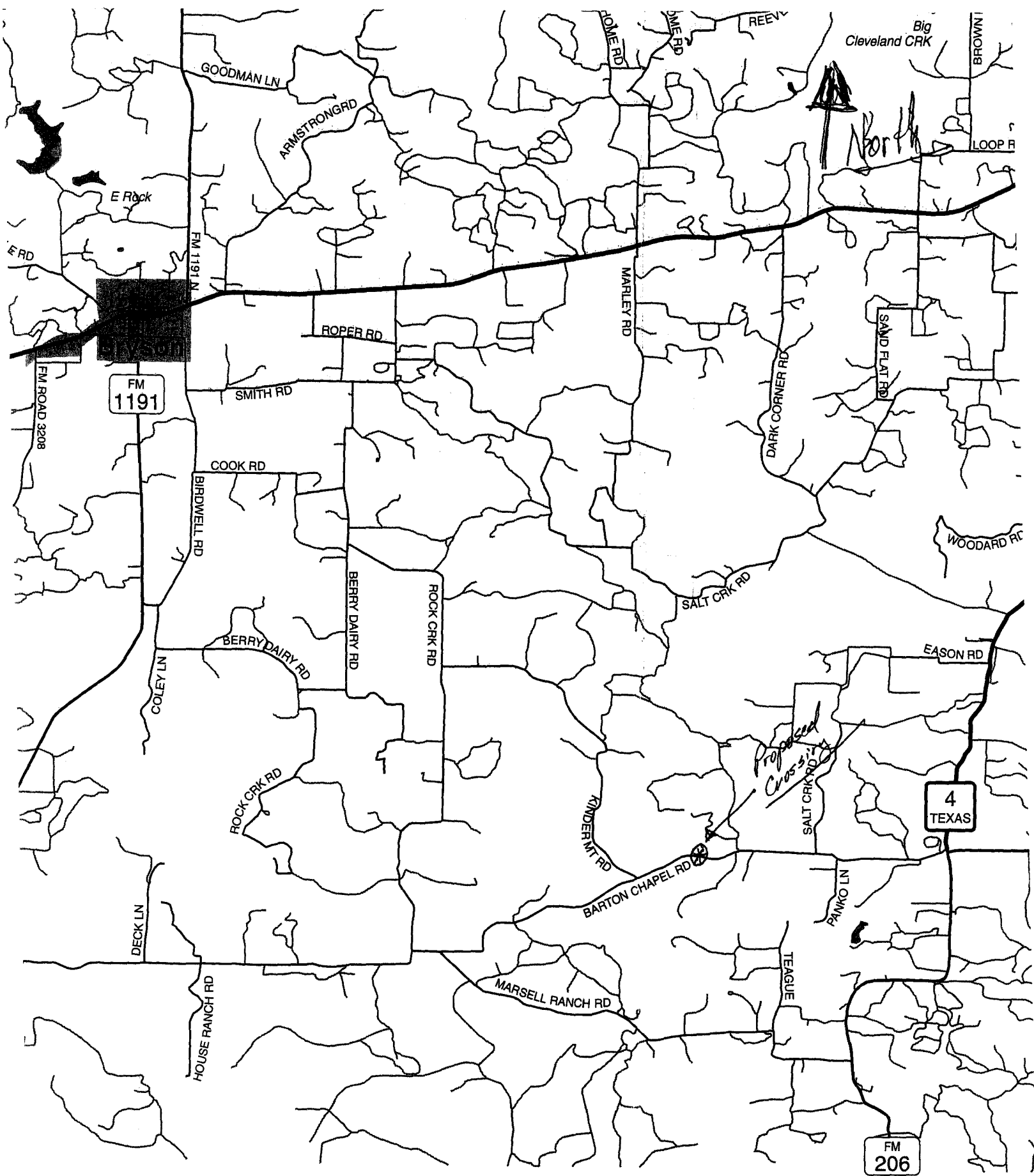
DATE: 02/10/2014 REVISED:

PROPOSED TARGA MIDSTREAM SERVICES LLC PIPELINE  
CROSSING BARTONS CHAPEL ROAD,  
16,397.69 FEET WEST  
OF ITS INTERSECTION WITH FM 4  
IN JACK COUNTY, TEXAS



# TARGA REDLINE MAP







Google

© 2013 Google

Imagery Date: 4/16/2012 33°03'37.59" N 98°17'28.41" W elev 1170 ft eye alt 395

1995



**FILED FOR RECORD**

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

O'CLOCK \_\_\_\_\_ M.

**FEB 24 2014**

**THE STATE OF TEXAS  
COUNTY OF JACK**

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS  
DEPUTY

NOW COMES - BRIGADIER OIL & GAS hereinafter called \_\_\_\_\_  
Company, and respectfully makes this application to the Commissioners Court of Jack  
County, Texas, to grant unto the Company 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 - 4, 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. Aerial photocopies are not acceptable; county road maps are. Location should include GPS coordinates of crossing.): CROSS ROGERS ROAD WITH 2-2 1/8" FLOWLINES AT BRIGADIER'S CAMAN HENDERSON GATE AS SHOWN ON THE ATTACHED MAP 33° 16' 47" N 98° 12' 5" W

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 10<sup>TH</sup> day of FEBRUARY, 2014.

Recommended by:

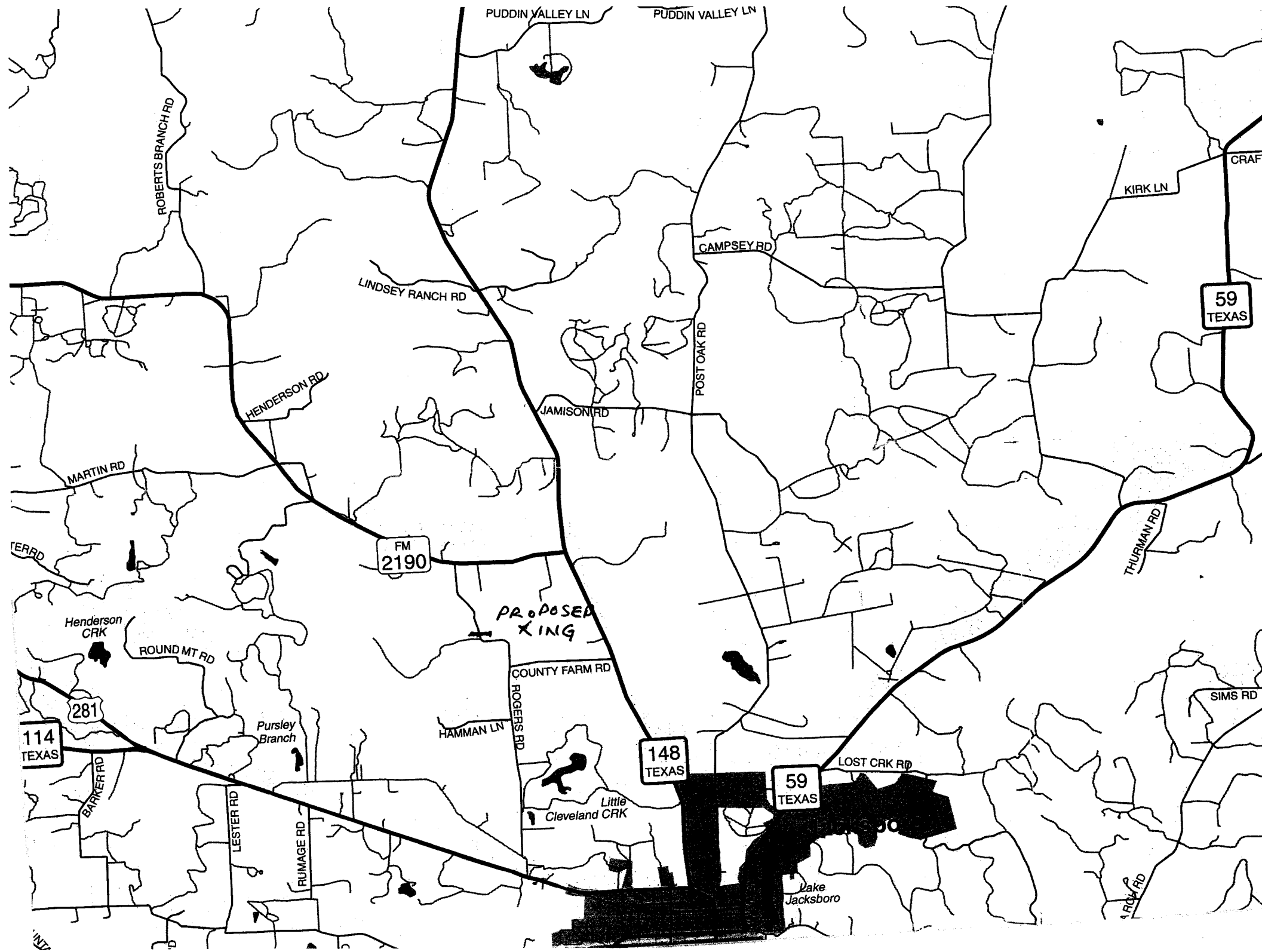
APPLICANT: BRIGADIER OIL & GAS

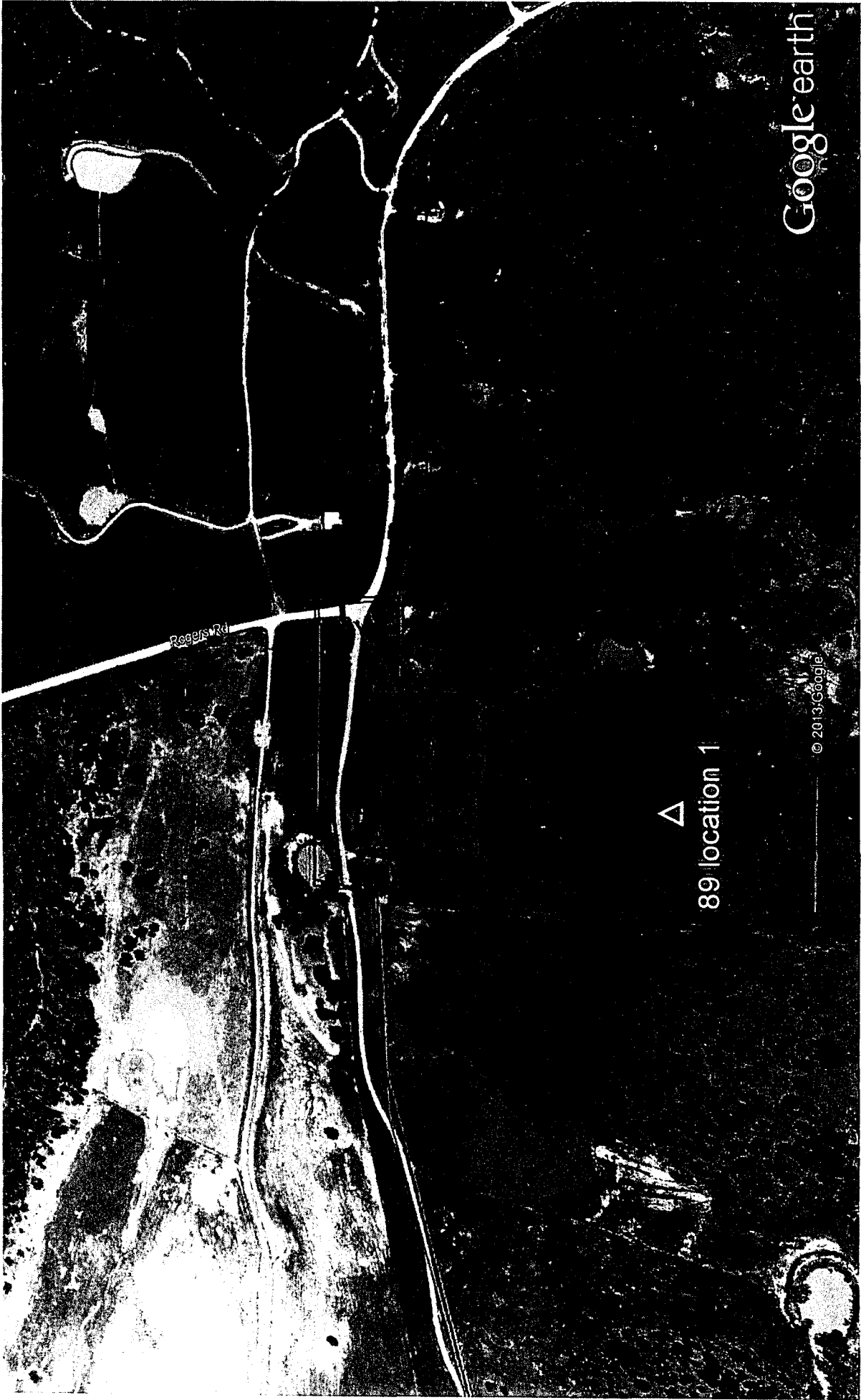
Phone No. 337 278 3517 -

- \_\_\_\_\_ -  
COMMISSIONER:  
PRECINCT # - \_\_\_\_\_ -

By: Don Taylor -

APPROVED: Michael S. Renner -  
County Judge of Jack County, Texas





Google earth

feet  
meters

2000  
600



# JUDICIAL EDUCATION RECORD

Fiscal Year Reporting Period 9/1/2013 - 8/31/2014

Honorable Mitchell G. Davenport

Judge

Jack County

100 N Main St Ste 206

Jacksboro, TX 76458-1746

Phone: (940) 567-2241

Fax: (940) 567-5502

FILED FOR RECORD

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

FEB 24 2014

JANICE ROBINSON, County Clerk

JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

Id: 7661

Term: 1/1/1991 - 12/31/2014

Date	Description	Earned Hours
9/1/2013	Excess hours carried from 2013	16.00

**You have met your education requirement for this reporting period.**

## Judicial Education Requirements

Experienced judges are required to obtain 16.0 hours of approved judicial education for each fiscal year reporting period.

**If you are EXEMPT, please disregard the above education requirement.**

According to the Court of Criminal Appeals Rules of Judicial Education Rule 2 d.

*"A Constitutional county judge is exempt from continuing judicial education requirement for any fiscal year for which the judge files an affidavit with the Registrar stating that the judge does not perform judicial functions."*

**Judges claiming this exemption must submit an affidavit claiming exemption each reporting period to the Texas Association of Counties.**

## Judicial Education Questions

If you have questions pertaining to your judicial education records, please contact Joyce Francis at 800-456-5974.

Print Date: 01/22/2014

TEXAS ASSOCIATION *of* COUNTIES

**MEMORANDUM**

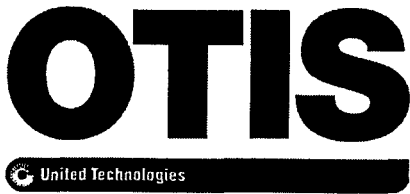
**TO:** Dear Judge

**FROM:** Joyce Francis, Education Project Manager

**DATE:** January 29, 2014

**RE:** Transcripts

Enclosed is your judicial education transcript for fiscal year 2014 (reporting period 9/1/13 – 8/31/14). If the enclosed transcript does not agree with your records or you have any questions please call (800) 456-5974 and ask for Joyce Francis.



FILED FOR RECORD  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
FEB 24 2014  
JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

Otis Service and Repair Order

DATE: 02/11/2014

TO:  
Jack County Courthouse  
100 Main Rm 201  
-  
Jacksboro, TX 76458

FROM:  
Otis Elevator Company  
2516 Gravel Road, Bldg 18  
Fort Worth, TX 76118

Amanda Haines  
Phone: (214) 642-6677  
Fax: (860) 998-0354

EQUIPMENT LOCATION:  
Jack County Courthouse  
100 N Main Street  
Jacksboro, TX 76458

PROPOSAL NUMBER: EZH140211095756

MACHINE NUMBER(S) : Z00718

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

QEI (Texas)

We will arrange for the performance of the annual QEI State Inspection and on your elevator(s) at the above-referenced building. A QEI Certified State Inspector, with the assistance of additional manpower as necessary, will perform the inspection. We will be responsible for the coordination of the inspection, notification to the State of the inspection, transportation, scheduling, handling, and processing of the associated paperwork. Following the inspection, you will receive the certificate of inspection for each elevator. We will also provide you with proposals for work required, if any, to correct any deficiencies/violations noted on the certificate of inspection. In the event that some or all required work is covered under the terms of your current contract, we will supply you with a letter detailing the work to be performed.

Once you have received the certificates of inspection, you are responsible for filing the certificate of inspection (one (1) per elevator or escalator) and the \$20.00 per elevator/escalator fee with the Texas Department of Licensing and Regulation. Should you wish to seek a waiver or delay with respect to any violation indicated by the inspection, you are responsible for requesting such waiver or delay. There is a fee of \$50.00 for each application for delay or waiver. If you were to apply for both a waiver and delay, then the fee would be \$100.00. Please note that the certificates of inspection (or requests for waiver or delay) must be filed with the state within 60 days of the date of inspection.

The price quoted below does not include sales tax and is valid for 30 days from the date specified above.

The price quoted below assumes the work will be scheduled based on the availability of material and manpower to complete the job efficiently. A local representative will contact you to schedule the work.

**PRICE:**           **\$ 435.00**  
**Four hundred thirty-five dollars**

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 435.00.  
This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by:   Amanda Haines  
Title:           Service Sales Representative

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

**Otis Elevator Company**

Approved by Authorized Representative

Date:           2-12-14  
Signed:       [Signature]  
Print Name:   Mitchell G. DeBeyer  
Title         County Judge  
E-mail:       countyjudge@jackcounty.org  
Name of Company   County of Jack

Date:           2-15-14  
Signed:       [Signature]  
Print Name:   Byron Gary C. Cutsinger  
Title         General Manager

☒ Principal, Owner or Authorized Representative of Principal or Owner

☒ Agent: [Signature]  
(Name of Principal or Owner)



## TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
  2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
  3. Payments shall be made as follows: A down payment of one hundred percent (100 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
  4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
  5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
  6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
  7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
  8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
  9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
  11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
  12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
  13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

# COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

## COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

*This is to certify that*

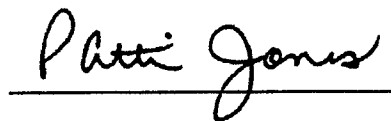
**Fearl Smith**  
**Jack County Commissioner**

*has successfully completed the continuing education  
provisions of Article 81.0025 of the  
Texas Local Government Code*

2013



Richard Cortese, Chairman  
Commissioners Education Committee



County Judges and Commissioners  
Association of Texas

FILED FOR RECORD

\_\_\_\_ O'CLOCK \_\_\_\_ M.

FEB 24 2014

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

**We hereby certify that**

**FEARL SMITH**

**successfully completed 16 hours  
Continuing Education during the  
West Texas Rural Counties  
Association 2013 Professional  
Education Conference held in  
Abilene, Texas, October 30<sup>th</sup> & 31<sup>st</sup>**

*Kathleen Hicks*

Kathleen Hicks,  
HR&R, LLC

## ***Treasurer Training Hours 2013***

***County: Jack***

### ***Region 5***

***Gibby, Kim , County Treasurer***

***Training type: Continuing Education Sponsored or CoSponsored By An Institution***

<b><i>SessionTitle</i></b>	<b><i>City</i></b>	<b><i>Start date:</i></b>	<b><i>End date:</i></b>	<b><i>Units available:</i></b>	<b><i>Units credit:</i></b>
41st Annual County Treasurers' Continuing Education Seminar	Austin	5/13/2013	5/16/2013	20	20
65th Annual County Treasurers' Association of Texas Conference	Beaumont	9/16/2013	9/19/2013	15	13

***Total units for training type: 33***

***Training type: Public Funds Investment Act***

<b><i>SessionTitle</i></b>	<b><i>City</i></b>	<b><i>Start date:</i></b>	<b><i>End date:</i></b>	<b><i>Units available:</i></b>	<b><i>Units credit:</i></b>
40th Annual County Treasurers' Continuing Education Seminar	College Station	4/16/2012	4/19/2012	5	5
64th Annual County Treasurers' Association of Texas Conference	San Marcos	9/17/2012	9/20/2012	16	6
41st Annual County Treasurers' Continuing Education Seminar	Austin	5/13/2013	5/16/2013	5	5
65th Annual County Treasurers' Association of Texas Conference	Beaumont	9/16/2013	9/19/2013	5	3

***Total units for training type: 19***

**FILED FOR RECORD**

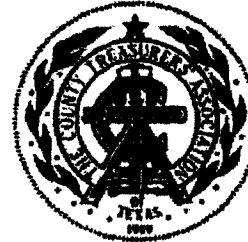
**\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.**

**FEB 24 2014**

**JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS**

**BY \_\_\_\_\_ DEPUTY**

**County Treasurers' Association of Texas**  
**2013 Certificate of Compliance**  
**Continuing Education**



**This Certifies That**  
***The Honorable Kim Gibby***  
***Certified County Treasurer***  
***Jack County***

Successfully completed 33 hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code. Continuing Education.

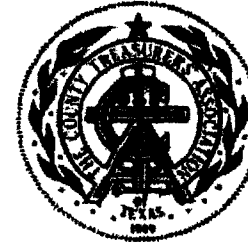
*Kelli R. White*

Kelli R. White, President  
County Treasurers' Association of Texas

*Sharon L. Reynolds*

Sharon L. Reynolds, Chair  
Certification and Validation Committee

**County Treasurers' Association of Texas  
2013 Certificate of Compliance  
Public Funds Investment Act**



**This Certifies That  
*The Honorable Kim Gibby*  
*Jack County Treasurer***

Successfully completed 19 hours of investment training approved by the County Treasurers' Association of Texas from 2012 through 2013 fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, the Public Funds Investment Act, Section 2256.008. Investment Training; Local Governments.

*Kelli R. White*

Kelli R. White, President  
County Treasurers' Association of Texas

*Sharon L. Reynolds*

Sharon L. Reynolds, Chair  
Certification and Validation Committee