

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

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

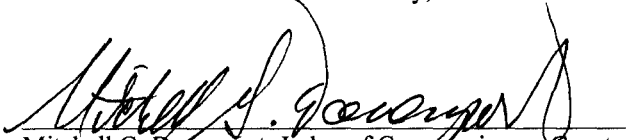
Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Tuesday the 29th day of April, 2014 at 9:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects\* will be discussed and appropriate action taken, to-wit:

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.

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. CONSENT AGENDA ITEMS:
  - (a) Authorization for use of County Road Right-of-Way for Utility Crossing by Atlas Barnett, LLC on Rogers Road in Precinct #4;
3. Approval of offer to Federal Surplus Property Program for purchase of 5,000 gallon semi-trailer tanker for the handling fee of \$2,500.00;
4. FUTURE AGENDA ITEMS; AND;
5. ADJOURNMENT.

Dated this the 25th day of April, 2014

Commissioners Court of Jack County, Texas

  
 Mitchell G. Davenport, Judge of Commissioners Court

**FILED FOR RECORD**  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

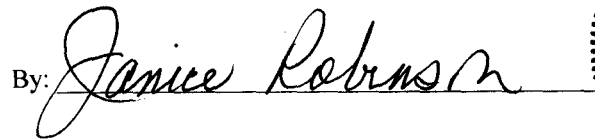
**APR 25 2014**

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

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 25th day of April, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 25th day of April, 2014

Janice Robinson, County Clerk of Jack County, Texas

By: 



MINUTES

On this the 29<sup>th</sup> day of April, 2014 the Commissioners Court of Jack County, Texas met in Regular session at 9:02 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.

MAY 12 2014

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

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

PUBLIC FORUM

No members of the public were present.

CONSENT AGENDA ITEMS

- (a) AUTHORIZATION FOR USE OF County Road Right-of-Way for Utility Crossing by Atlas Barnett, LLC on Rogers Road in Precinct #4;

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

FEDERAL SURPLUS PROPERTY PROGRAM

Approval of offer to Federal Surplus Property Program for purchase of 5,000 gallon semi-trailer tanker for the handling fee of \$2,500.00;

Commissioner Cozart made a motion to approve the purchase of one (1) or more semi-trailer tankers. Commissioner Brock seconded and the motion carried. Commissioner Smith did not vote.

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



**TEXAS FACILITIES COMMISSION**  
P.O. Box 13047, Austin, Texas 78711-3047  
**DELIVERY ORDER**

Date: 5/8/14 Account Number: 22950 Delivery Order: **DO 0099 A**

To: Jack County

From: Central District Warehouse Austin Texas

Please Deliver To: Tanker(s) must be removed from their current location no later than 5/24/14

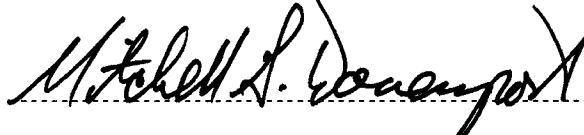
Shipment: Direct Donee Pick up from Fort Hood, TX

Property listed on State Agency Application – 48# 48-014-8455-48 List# \_\_\_\_\_

| ITEM | ID#                              | DESCRIPTION  | UNIT COST  | QUANTITY     | TOTAL             |
|------|----------------------------------|--|------------|--------------|-------------------|
| 1    | 48-014-8455-48<br>W81MKE40760132 | Semi-trailer Tanker  | \$2,500.00 | 1            | \$2,500.00        |
| 2    |                                  | <b>NOTE: This tanker has four bolts holding the king pin plate, but it needs 8 more.</b> |            |              |                   |
| 3    |                                  |  |            |              |                   |
| 4    |                                  |  |            |              |                   |
| 5    |                                  |  |            |              |                   |
| 6    |                                  |  |            |              |                   |
| 7    |                                  |  |            |              |                   |
| 8    |                                  |  |            |              |                   |
| 9    |                                  |  |            |              |                   |
| 10   |                                  |  |            |              |                   |
| 11   |                                  |  |            |              |                   |
| 14   |                                  |  |            | <b>Total</b> | <b>\$2,500.00</b> |

**ALL PROPERTY MUST BE PLACED IN USE WITHIN 12 MONTHS FOR COMPLETE INFORMATION READ THE CERTIFICATIONS AND AGREEMENTS ON THE REVERSE SIDE OF THIS DOCUMENT**

NOTICE: The property listed here on is subject to the appropriate certifications and agreements set forth below and on the reverse side of this document. This property is being accrued exclusively for the below listed purpose and the certifications and agreements printed on the back of this document are affirmed.

SIGNATURE:  TITLE: County Judge of Jack County, Texas

**FILED FOR RECORD**  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
**MAY 14 2014**  
**JANICE ROBINSON, County Clerk**  
**JACK COUNTY, TEXAS**  
BY \_\_\_\_\_ DEPUTY

## DONEE CERTIFICATIONS & AGREEMENTS

**(a) THE DONEE CERTIFIES THAT:**

- (1) It is a public agency or a nonprofit institution or organization, exempt from taxation under section 501 of the Internal Revenue code of 1954; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SBA or SEA organizations, or assistance to homeless/impoverished. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.
- (5) In accordance with 28C.F.R. Section 42.401-42.415, the Federal Surplus Program collects information related to a donees race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Date is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

**(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:**

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.
- (3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

**(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:**

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
- (3) In the event the property is not used as required by (c)(1) and (2) and Federal restrictions (b)(1), (b)(2) and (f) have expired then right to the possession of such property shall at the option of the State agency revert to the State of Texas and the donee shall release such property to such person as the State agency shall direct.

**(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:**

- (1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
- (2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
- (4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.
- (5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

**(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:**

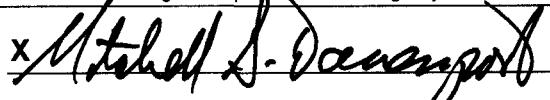
- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

**(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:**

- (1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

**(g) THE DONEE CERTIFIES** by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

**(h) THE DONEE UNDERSTANDS** that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

x 

SIGNATURE OF AUTHORIZED REPRESENTATIVE

May 7, 2014

DATE