## 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 <u>Monday the</u> 12th day of October, 2015 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.

- 1. PUBLIC FORUM (Limited to 5 minutes per person);
- 2. PAYMENT OF CLAIMS;
- 3. CONSENT AGENDA ITEMS:
  - (a) Approval of Minutes of September 28, 2015;
  - (b) Payment of annual maintenance for County Clerk's Laser fiche Software ougyf Records Management Fund (dedicated fund);
  - (c) Authorization for use of County Road Right-of-Way for Crossing by G & F Oil, Inc. on Roberts Branch Road – Precinct #4;
  - (d) Authorization for use of County Road Right-of-Way for Crossing by Road Boring Targa Midstream Services, LLC on Lowrance Road – Precinct #4;
  - (e) Authorization for use of County Road Right-of-Way for Crossing by Road Boring Targa Midstream Services, LLC on Burwick Road – Precinct #3;
  - (f) Adoption of Resolution on Commissioners Court Budgetary Responsibility in support of similar measure by the Texas County Judges and Commissioners Association;

4. Timed Agenda:

- 10:00 a.m. Review and Action on Bids to Purchase the following:
- (a) Fuel and lubricants for use by the Sheriff/Constable's Department for the County FY16 (October, 2015 to September 30, 2016);
- (b) Fuel and lubricants for use by the County Commissioners' Departments for the County FY16 (October, 2015 to September 30, 2016);
- (c) Crushed Rock and Road Building Materials for use by the County Commissioners' Department for the County FY16 (October, 2015 to September 30, 2016);
- (d) Motor Grader for use in Precinct #2;
- 5. Discussion of Commissioner Precinct Operations;
- 6. Update on Courthouse Repair Project 2015 details, if any;
- 7. Update on status of County activities, if any, under the CTIF Grant;
- 8. Reports, if any, by other Department Heads;
- 9. Update by County Judge on status of flood damage claims and State's Declaration of Disaster;
- 10. Receive formal report by Lisa Perry on appointment of County Auditor, Bond and Oath for Auditor and Assistant Auditor and related documentation;
- 11. Consider sale of properties in the City of Jacksboro held by the County as Trustee from Delinquent Tax Sales to date and selection of manner of sale;
- 12. Adoption and approval of execution of a new Interlocal Agreement between Jack County and Lubbock County regarding the Regional Public Defender for Capital Cases in Jack County;
- 13. Review of Wildland Fire Conditions and consideration of implementation of a Burn Ban;
- 14. Relocation of Juvenile Probation Office from Courthouse Room 103 to Room 304;
- 15. FUTURE AGENDA ITEMS; AND;
- 16. ADJOURNMENT.

Dated this the 8th day of October, 2015

Commissioners Court of Jack County, Texas

Held D. Wenonport

Mitchell G. Davenport, Judge of Commissioners Court

## OCT 0 8 2015

JANICE ROBINSON,	County Clerk
JACK COUNTY	TEYAG

\_DEPUTY

O'CLOCK M.

JACK COUNTY, TEXAS

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 8th day of October, 2015, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 8th day of October, 2015, at 3:35p.m.

nsn ance

Janice Robinson, County Clerk of Jack County, Texas



O'CLOCK M.

## OCT 2 6 2015

### MINUTES

JANICE ROBINSON, County Clerk JACK COUNTY, TEXAS

On this the 12<sup>th</sup> day of October, 2015 the Commissioners Court of Jack County, Texas met in\_\_\_\_\_\_DEPUTY Regular session at 10:06 a.m. with the following elected officials present:

Keith Umphress, 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

### PUBLIC FORUM

Treasurer Kim Gibby reminded everyone that Friends of the Jacksboro Animal Shelter are collecting new or gently worn shoes as a fundraiser to help support the shelter. To date 21 bags of shoes have been collected (25 pair of shoes per bag). Shoes will be collected through November 6, 2015.

### 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.

Judge Davenport made a motion to pay all the bills. Commissioner Cozart seconded and the motion carried unanimously.

### CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meetings of September 28, 2015 as amended;
- (b) Payment of annual maintenance for County Clerk's Laserfiche Software out of Records Management Fund (dedicated fund);
- (c) Authorization for use of County Road Right-of-Way for Crossing by G & F Oil, Inc. on Roberts Branch Road – Precinct 4;
- (d) Authorization for use of County Road Right-of-Way by Road Boring Targa Midstream Services, LLC on Lowrance Road Precinct 4;
- (e) Authorization for use of County Road Right-of-Way by Road Boring Targa Midstream Services, LLC on Burwick Road Precinct 3;
- (f) Adoption of Resolution on Commissioners Court Budgetary Responsibility in support of similar measure by the Texas County Judges and Commissioners Association;

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

### TIMED AGENDA

10:00 a.m. – Review and Action on Bids to Purchase the following:

- (a) Fuel and lubricants for use by the Sheriff/Constable's Departments for the County FY16 (October, 2015 to September 30, 2016);
- (b) Fuel and lubricants for use by the County Commissioners' Departments for the County FY16 (October, 2015 to September 30, 2016);
- (c) Crushed Rock and Road Building Materials for use by the County Commissioners' Departments for the County FY16 (October, 2015 to September 30, 2016);
- (d) Motor Grader for use in Precinct 2;

Commissioner Ward made a motion to accept the bid from Grable Oil on items (a) and (b) above. Commissioner Umphress seconded and the motion carried unanimously.

Commissioner Umphress made a motion to accept the bid from Zack Burkett Co. for item (c) above. Commissioner Brock seconded and the motion carried unanimously.

Commissioner Brock made a motion to accept the bid from RDO Equipment for item (d) above. Commissioner Cozart seconded and the motion carried unanimously.

### PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations;

Precinct 3 completed repair work on Burwick Road and is now working on Sand Flat Road.

### REPAIR PROJECT 2015

Update on Courthouse Repair Project 2015 details, if any;

Treasurer Kim Gibby gave the Commissioners a breakdown list of cost for each of the repair projects that have been completed in the Courthouse by Danny Nash.

### CTIF GRANT

Update on status of County activities, if any, under the CTIF Grant;

As of this month the Commissioners have used approximately one-half of the grant money in repairing oilfield damaged roads.

### DEPARTMENT HEAD REPORTS

Reports, if any, by other Department Heads;

Auditor Lisa Perry advised that her office will be gone to school next week. Sheriff Mayo will be out of the office next week. County Clerk Janice Robinson reminded the Court that Early Voting begins next Monday for two weeks for the November 3, 2015 Constitutional Amendment Election.

### STATE'S DECLARATION OF DISASTER

Update by County Judge on status of flood damage claims and State's Declaration of Disaster;

Nothing new to report.

### **REPORT FROM COUNTY AUDITOR**

Receive formal report by Lisa Perry on appointment of County Auditor, Bond and Oath for Auditor and Assistant Auditor and related documentation;

Commissioner Cozart made a motion to accept the all documents presented by Auditor Lisa Perry. Judge Davenport seconded and the motion carried unanimously.

### DELINQUENT TAX SALE

Consider sale of properties in the City of Jacksboro held by the County as Trustee from Delinquent Tax Sales to date and selection of manner of sale;

Judge Davenport made a motion to TABLE this item until he has additional information. Commissioner Cozart seconded and the motion carried unanimously.

INTERLOCAL AGREEMENT – REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES Adoption and approval of execution of a new Interlocal Agreement between Jack County and Lubbock County regarding the Regional Public Defender for Capital Cases in Jack County;

Judge Davenport made a motion to approve this agreement. Commissioner Ward seconded and the motion carried unanimously.

#### WILDLAND FIRE CONDITIONS AND BURN BAN

Review of Wildland Fire Conditions and consideration of implementation of a Burn Ban;

Commissioner Umphress made a motion to implement a Burn Ban for the entire County. Commissioner Brock seconded and the motion carried unanimously.

### JUVENILE PROBATION OFFICE

Relocation of Juvenile Probation Office from Courthouse Room 103 to Room 304;

Judge Davenport made a motion to approve this relocation. Commissioner Brock seconded and the motion carried unanimously.

ADJOURNMENT There being no further business motion was made by Commissioner Cozart to adjourn and seconded by Commissioner Brock. The motion carried unarimously. Meeting was adjourned at 11:50 a.m.

Keitk Commissioner Pct. #1 Imphress Jan trock Ommissioner Pct. #2 James I Cozart, Comprissioner Pot. #3 Terry Ward, ommission Pct. #4 non

Mitchell G. Davenport, County Judge

TTEST: Janice Robinson, County Clerk





1400 Washington Avenue Waco, Texas 76701 800-588-5574

Bill To

JACK COUNTY CLERK 100 MAIN STREET JACKSBORO, TEXAS 76458

# Invoice

DA	ATE	Invoice No.
10/1	/2015	2200

## FILED FOR RECORD

\_O'CLOCK\_\_\_\_\_M.

OCT 0 2 2015

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

		P.O. No.	Terms
			Net 30
Qty	Description	Rate	Amount
	ANNUAL MAINTENANCE - (DEC2015 - NOV2016)		
	LASERFICHE SOFTWARE MAINTENANCE Exempt	1,500.00 0.00%	1,500.00T 0.00
	P 10. 12. 15 1021		
		Total	\$1,500.00

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OCT 1 2 2015

#### APPLICATION FOR PERMIT TO CROSS COUNTY ROAD JACK COUNTY Clerk JACK COUNTY, TEXAS TO CONSTRUCT PIPELINE OR UTILITY BY DEPUTY

### THE STATE OF TEXAS **COUNTY OF JACK**

NOW COMES - <u>*CEFOITIVE</u></u>, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack</u>* 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  $-\underline{*}$ , 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 photos are not

acceptable. Location should include GPS coordinates of crossing.): ROW Crossing Rioberts Branch 33. 22327 RJ & FM Zigo in Act. #4 -98. 15380

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 28th day of September	<u>~</u> , 2015.
Recommended by:	APPLICANT: <u>6 &amp; FOilInc</u> .
	Phone No. <u>940-389-6563</u> -
COMMISSIONER: PRECINCT # APPROVED: <u>Approved</u> : <u>Approved: Approved: Appro</u>	By: <u>R.D. WOOD</u> (TOBY)

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## \_O'CLOCK\_\_\_\_M.

## OCT 1 2 2015

## APPLICATION FOR PERMIT TO CROSS COUNTY ROADNICE ROBINSON, County Clerk TO CONSTRUCT PIPELINE OR UTILITY JACK COUNTY, TEXAS

BY\_\_\_\_\_DEPUTY

# THE STATE OF TEXAS COUNTY OF JACK

NOW COMES –<u>TARGA MIDSTREAM SERVICES, LLC</u>, 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 -<u>4</u>\_\_\_\_, 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 photos are not acceptable. Location should include GPS coordinates of crossing.):

Boring Crossing Lowrance Road, 1569 feet East of its intersection with Jim King Road in Jack County, Texas Lot - 33.252251 Lon - 98.223128

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 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 six (6) 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 six (6) 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.

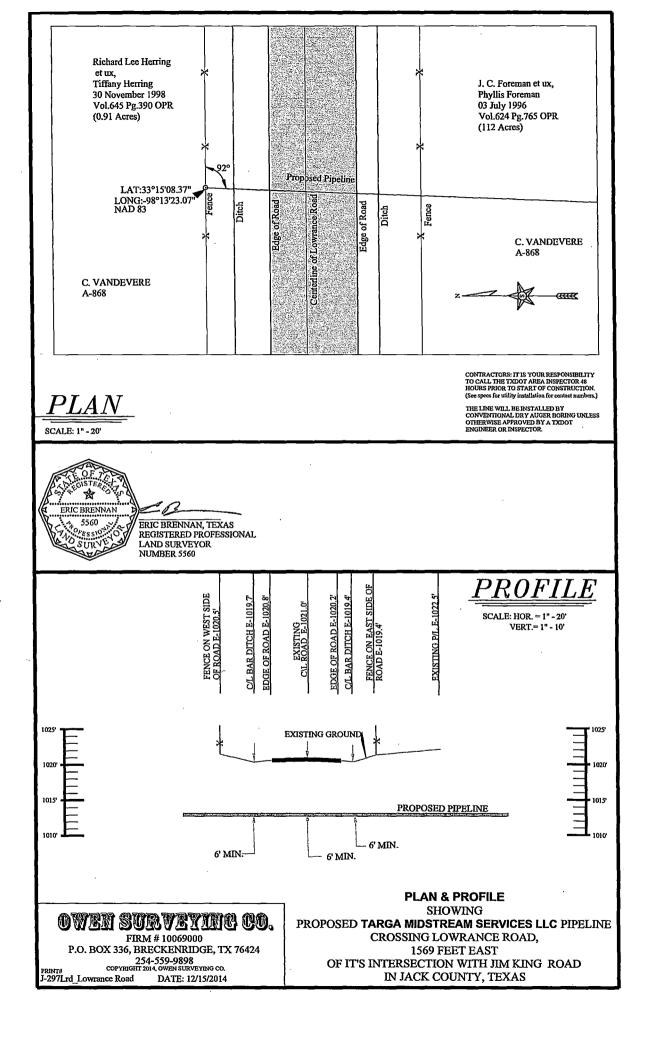
9. In the event that the Company abandons its line, the Company shall remove its line from the roadway and this grant is vacated.

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 5th day of Octol	Q. 2015.
Recommended by:	APPLICANT: Targa Resources
	Phone No. 940-282-9053 -
	By: Kylonig Barnth
Jeny wand	
COMMISSIONER:	
PRECINCT #	$\mathbf{X}$
APPROVED: Jolef & - Dan	empt -

County Judge of Jack County, Texas



FILED FOR RECORD

O'CLOCK\_\_\_\_M.

## OCT 1 2 2015

## APPLICATION FOR PERMIT TO CROSS COUNTY ROADNICE ROBINSON, County Clerk TO CONSTRUCT PIPELINE OR UTILITY JACK COUNTY, TEXAS

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

# THE STATE OF TEXAS COUNTY OF JACK

NOW COMES –<u>TARGA MIDSTREAM SERVICES, LLC</u>, 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 -<u>3</u>, 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 photos are not acceptable. Location should include GPS coordinates of crossing.):

Crossing Burwick Road, 3,638.86 feet East of its intersection with Brown Road Jack County, Texas

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 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 six (6) 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 six (6) 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.

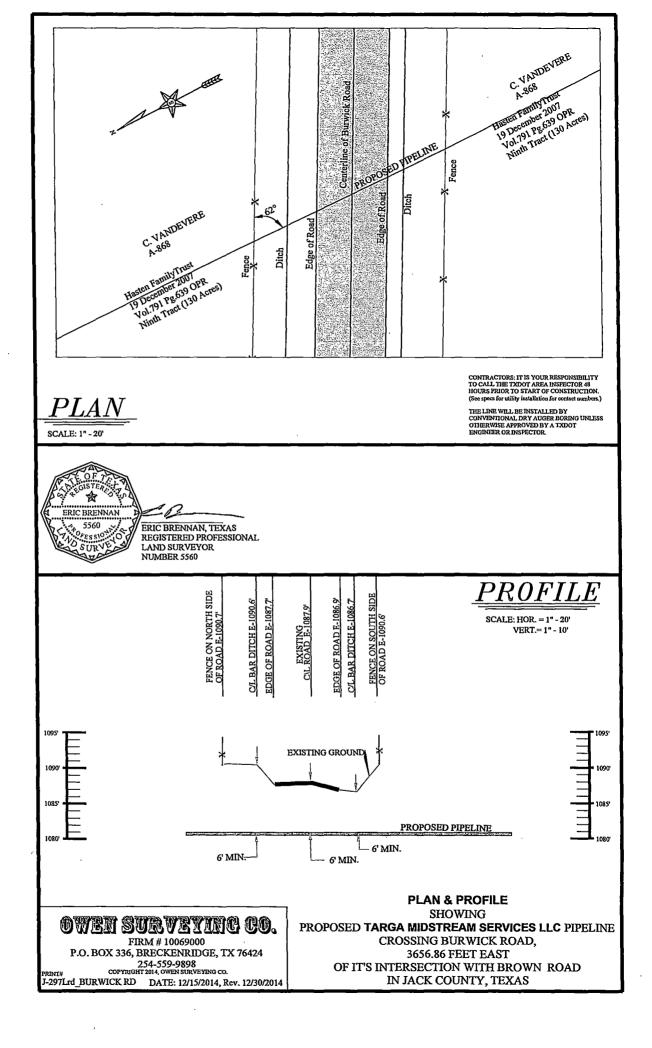
10. The Company is responsible to present this application to the Commissioner of the Precinct involved and obtain his signature evidencing the fact that he has seen the application and discussed the location with the Company. The Company shall then present the Application with the appropriate check 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 57 day of Choles, 2015. Recommended by: APPLICANT Phone No. 940-

MMISSIONER:

PRECINCT # APPROVEI Jack Cour exas



## JACK COUNTY ANNUAL FUEL & LUBRICANTS FILED FOR RECORD OFFICIAL BID FORM \_\_\_\_\_\_O'CLOCK\_\_\_\_M. Year: 10-1-15 to 9-30-16 OCT 1.2 2015

## OCT 1 2 2015

Per - EXCLUSIVE OF , 20 STATE TAX

COMMISSIONER PRECINCTS JANICE ROBINSON, County Clerk JACK COUNTY, TEXAS BY DEPUTY

Bidders Name: Address: City/State/Zip: Area Code & Phone #: Person to Contact:

٧.

76458 hono 940-567-3951 Grauhi FUEL

**Unleaded Gasoline:** 

**Diesel Fuel:** 

\$

Lubricants:

Signature

Date

Gallon VER ORUM 10-18-9912

Per

THANK SO MUCH FOR ALLOWING GRABLE O'L O' THE OPPORTUNITY TO BIO ON YOUR FUEL NEEDS

## **JACK COUNTY ANNUAL FUEL & LUBRICANTS OFFICIAL BID FORM** Year: 10-1-15 to 9-30-16

### SHERIFF'S & CONSTABLE'S DEPARTMENT

**Bidders Name:** Address: City/State/Zip: Area Code & Phone #: **Person to Contact:** 

16458 567-395

**Unleaded Gasoline:** 

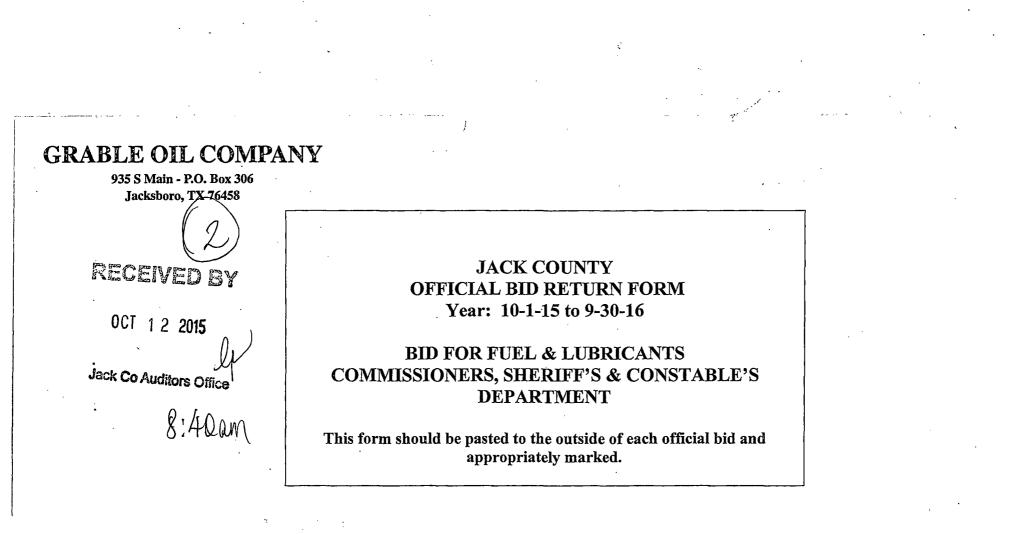
Signature

Date

**FUEL** Per - EXCLUSIVE OF , 20 STATE TAX \$

11

O'L'O ZIBARD ZUIWOLLA ROF HOUM OG "XMAHJ THE OPPORTUNITY TO BID ON YOUR FUEL WEED



	JACK COUNT	ГҮ	FILED FO	OR RECORD	1
P	NNUAL FUEL & LU OFFICIAL BID F Year: 10-1-15 to 9	ORM	-	1 2 2015	•
	COMMISSIONER PR	ECINCTS		DUNTY, TEXAS	
Bidders Name:	Allster Fuel				
Address:	784 Huy 675				
City/State/Zip: Area Code & Phone #:		50			
Person to Contact:	Matt Carr	······			
	FUEL ·				
<b>Unleaded Gasoline:</b>	\$ .08 Per		/ 1		

**Diesel Fuel:** 

\$ -08 ·

Gallon Over actual cost F.O.B Jacksbor Per Gallon Over actual cost F.O.B Jacksboro

Lubricants: 15% margin

Watt Can

Date

Signature

9-23-15

Todays Cost 10-5 Farm \$1.679 /gal. Huy \$1,879 (No Fed tax) /gal. N/L \$1.735 (No Fed tax) /gal.

## JACK COUNTY ANNUAL FUEL & LUBRICANTS OFFICIAL BID FORM Year: 10-1-15 to 9-30-16

### SHERIFF'S & CONSTABLE'S DEPARTMENT

Bidders Name: Address: City/State/Zip: Area Code & Phone #: Person to Contact:

76450 はい 3575

FUEL

\$

Unleaded Gasoline:

.08 Per Gallon Over actual cost F.O.B Jacksbo

Signature

Watt Can

Date

Todays cost 10-5 NL \$1.735 (10 Fed tax) /gal.

9-23-75

Allstar Fuel NTEWS DALLAS 750 184 Huy 675. Eraham TX 76450 06 OCT '15 PM 31 Jack County Courthouse RMZOZ 100 N. Main Received received by 10-8-15 OCT 8 2015 Jacksbord, TX 10°00 AM Jack Co Auditors Office 76458 10:00am الالالدامي ومصطلبان الرابي الملالية وتباع ومصر الملالية والإمامال 76458174652

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## OCT 1 2 2015

JANICE ROBINSON, County Clerk JACK COUNTY, TEXAS

BY\_\_\_

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## JACK COUNTY ANNUAL ROCK MATERIAL OFFICIAL BID FORM Year: 10-1-15 to 9-30-16 PRECINCTS

· · · · ·

<b>Bidders Name:</b>	Zack Burkett Co.		
Address:	PO Box 40		
City/State/Zip:	Graham, TX 76450		
Area Code & Phone #:	(940) 549-0436 Fax (940) 549-4565		
Person to Contact:	Mark Ellis (940) 549-7355		
Screenings: or driveway material Size:	\$ 8.75 Per Ton 1/8 or 3/8 minus		
Oversize:	\$ 8.50 Per Ton		
Size:	$1 \frac{1}{2} \times 2 \frac{1}{2}$ or $2 \times 5$		
Base:	\$ 6.15 Per Ton		
Other:	\$ 6.65 Per Ton		
1" Base <b>F.O.B.:</b>	any pit		
Signature	- Long		
Date	10T5/15		

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JACK COUNTY ANNUAL ROCK MATERIAL OFFICIAL BID FORM Year: 10-1-15 to 9-30-16 PRECINCTS

## OCT 1 2 2015

monte organization and international

JANICE ROBINSON, County Clerk JACK COUNTY, TEXAS DEPUTY BY

	Bidders Name: Address: City/State/Zip: Area Code & Phone #: Person to Contact: Sercenings:	Green Dream International 2331 Mill Rd, Suite 100 Alexandria, VA 22314 202-470-4700 Saman Souran \$ 14.68 Per Ton
	Size:	1 to 1.5 Inch
	Oversize:	\$ 14.58 Per Ton
	Size:	3 to 4 inch
	Base:	<u>\$ 14.68</u> Per Ton
· · · ·	Other:	\$ 14.63 Per Ton
	F.O.B.:	Destination Jack County
	Signature	M.T.Rashak/Presidenter
	Date	10/12/2015
		Not acceptable trial.
		( with

## JACK COUNTY OFFICIAL BID RETURN FORM Year: 10-1-15 to 9-30-16

## BID FOR ROCK & ROAD MATERIALS COMMISSIONERS DEPARTMENTS

This form should be pasted to the outside of each official bld and appropriately marked.

### P.004/015

## JACK COUNTY COMPETITIVE BID PROPOSAL FORM

(Purchase of Motor Grader in Commissioner Precinct 2)

My bid is on a new 2015 or newer Road Grader:

\$ - 216,297.37 -

Manufacturer of Unit: John Deere

Model No.: 6709\_\_\_\_-

My bid meets or exceeds minimum Proposal requirements set forth in the bid specifications/detail.

My bid includes my cashier's check in the amount of \$200 payable to Jack County for republication costs.

My bid offer is good for  $-\frac{1/3}{3}$   $\frac{1}{3}$   $\frac{1}{3}$   $\frac{1}{3}$  - days. Name of Bidder: <u>RDO Equipment</u>-By: Brian Holland (Authorized Agent) Dated: <u>3</u> 10-6-, 2015.



# Investment Proposal (Quote)

RDO Equipment Co. 5301 Mark IV Parkway Fort Worth TX, 73131 Phone: (817) 232-8094 - Fax: (817) 847-0398

Proposal for:	Investment Proposal Date:	7/24/2015
JACK COUNTY PCT 2	Pricing Valid Until:	8/23/2015
100 N MAIN ST	Deal Number:	796911
STE 202	Customer Account#:	2781009
JACKSBORO, TX, 764581746	Sales Professional:	Brian Holland
JACK	Phone:	(817) 566-1541
(817) 798-2781	Fax:	(512) 272-9365
(817) 798-2781	Fax: Email:	(512) 272-9365 BHolland@rdoequipment.com

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2015 JOHN DEERE 670G	\$216,297.37
			Warranty -John Deere MFG. Base-12 Months, 2000 Hours,Deductible: 0, Exp Date: 10/6/2016	\$0.00

Equipment Subtotal: \$216,297.37

Purchase Order Totals	المعاديم العرف المعادي معادل معاد المعاد المعاد المعاد المعاد المعاد المعاد المعاد المعاد المعاد المعاد المعاد المعاد
Balance:	\$216,297.37
Total Taxable Amount:	\$216,297.37
Sales Tax Total:	\$0.00
Sub Total:	\$216,297.37
Cash with Order:	\$0.00
Balance Due:	\$216,297.37

Equipment Options	in the second	en an an an thar wall to an a share the
Quantity Serial Number	Year / Make / Model	Description
TBD	2015 JOHN DEERE 670G	6710 - FRONT PUSH BLOCK 6810 - REAR RIPPER/SCARIFIER COMBO 7130 - STD LIGHT PKG W/LED COLORED 7820 - NO FRONT FENDERS 8110 - CONVERTER, 24/12V 10/15 AMP 8210 - MIRROR, CONVEX EXTERIOR 6620 - LH 5 FUNC CONTROL VALVE 6510 - RH 4 FUNC CONTROL VALVE 6120 - DELUXE CLOTH SEAT/AIR SUSPEN 6030 - NO CAB PRECLEANER 5815 - HYDRAU-GREASE,OIL,FUEL,COOLN 5710 - TRANS VALVE SOLENOID GUARD 5510 - AUTOSHIFT TRANSMISSION 5030 - LOW CAB W/ OPEN WINDOWS 4616 - 17.5R25 G2/L2 1*MICH 3PC RIM 2810 - SNGL INPUT W/O SLIP CLUTCH 2775 - NO TOPCON RADIO INSTALLATION 2605 - ENGLISH OPERATOR MANUAL
		2575 - NOT TOPCON READY 2050 - 14'X24"X7/8" MB (6"CEX5/8") 1920 - NO BLADE IMPACT ABSORPTION 1830 - BLACK EXHAUST STACK 1700 - JDLINK ULTIMATE(W/SIM1) N.A. 1610 - HYDRAULIC PUMP DISCONNECT 1420 - SEV DUTY FUEL FILTER/LINES 1320 - NO QUICK SERVICE 1240 - ALTERNATOR 200 AMP 1140 - 9.0L ENG,EPA FINAL TIER IV 1010 - STANDARD UNDERAULIC CONTROLS
		1010 - STANDARD HYDRAULIC CONTROLS 8440T - 670G MOTOR GRADER 8310 - LOWER FRONT INT WIPER/WASHER 8410 - RADIO AM/FM/WB 8510 - A/C - CHARGE 8730 - NO SOUND ABSORPTION PKG 8820 - NO REAR CAMERA 9210 - PEDAL DECELERATOR 9220 - FIRE EXTINGUISHER 9290 - RH FLIP DOWN BEACON BRACKET 9430 - 9 EXTRA SCFR SHANKS W/TEETH

## TITLE: JACK COUNTY BID REQUEST PROJECT: Purchase/Sale of Equipment in Commissioner Precinct 2 Date: September 3, 2015

**SCOPE:** Jack County is now accepting formal proposals for the purchase of one or more of the following: new Motor Grader, Model 2015 or newer, Tier 3 or 4 compliant. Minimum specifications for same are attached.

**SPECIFICATIONS:** Attached is a bid form to be used in submitting all bids. Supporting materials may be attached but the bid form indicating price per item **must** be properly completed to assure bid consideration.

The bid form is in two sections: an informational section (this section) and a list of the desired equipment and minimum features.

Bidders will be required to deliver with their bid a cost deposit in the amount of \$200.00 by cashier's check to cover costs of republication in the event of his/her failure to perform. Said check will be returned on delivery of the item and returned to unsuccessful bidders after bid opening.

All specifications are given to clarify the type of item requested and should not be deemed to eliminate any specific makes or models.

Vehicle at delivery will have a new inspection sticker, if required, and a minimum of 10 gallons of fuel in the tank.

Bidder shall furnish one (1) shop manuals or CD ROM shall be furnished.. Manuals/CD shall include information necessary to diagnose and repair mechanical, electrical systems, and include wiring diagrams. These must be furnished at time of delivery. (THIS REQUIREMENT SHALL NOT DELAY DELIVERY OF THE VEHICLES, BUT PAYMENT CANNOT BE MADE UNTIL ALL REQUIREMENTS ARE MET.)

**TYPES OF ITEMS SOUGHT:** The attached bid form lists the equipment/supplies and quantities desired and minimum specifications. All bids submitted must meet or exceed those specifications listed.

All materials must be of equivalent or better quality as shown in the specifications under "DESCRIPTION OF ITEM."

USE OF BID FORM: Failure to complete the County Bid Form and use the prescribed envelope may disallow a proposal for consideration. Further attachments to your County Bid Form may be made.

### INVITATION TO BID (County of Jack)

Bids will be received in the County Auditor's Office of Jack County, Texas until 10:00 a.m., Thursday, November 6, 2014, for the purchase of various goods and services for Jack County.

The types of goods and services to be purchased are one or more of the following:

Motor Grader, Model 2015 or newer, Tier 3 or 4 compliant \*

\* The minimum bid specifications and requirements to bid are contained in the Bid Form on file in the County Auditor's office and at the Jack County Website at http://www.jackcounty.org/agenda/ under the title "FY 16 Motor Grader Bids.".

Bidders should use unit pricing in submitting their bids. Invoices delivered for payment will generally be paid by the second Monday of the month following receipt. A \$200 performance bond payable to the County shall be required of the bidder.

The bids will be opened at 10:05 a.m. on Thursday, November 6, 2015, by the County Auditor in the County Courtroom on the first floor of the County Courthouse in Jacksboro, Texas and awarded in the Commissioners Court's business of Monday, November 10, 2015 at the same location beginning at 10:00 a.m.

Detailed specifications may be obtained by contacting:

Lisa Perry Auditor - Jack County Jack County Courthouse Jacksboro, Texas 76458

Voice: (940) 567-2663 Fax: (940) 567-5978

The County's website is located at: www.jackcounty.org.

Bids should be submitted in a sealed number 10 or smaller envelope with the proper title ("Precinct 1 Motor Grader Bid") on the **outside** of the bid envelope.

Bidders are encouraged to be present at the bid opening to defend and answer questions about their bid.

Jack County reserves the right to accept and/or reject any and all bids.

All bids must be accompanied by a completed Bid Request Form in order to be considered which may be obtained through the office of the County Auditor.

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Lisa Perry Auditor - Jack County

# MINIMUM SPECIFICATIONS FOR ONE NEW MOTOR GRADER [Bidder should complete and submit self-assessment tool below with page preceding]

Compliance		Bid specifications for interim Tier 3 or 4 compliant Motor Grader		
Com		Engines /		
yes	no	Engine meets EPA Interim Tier 4 and European Union Stage III B standards		
ves	<u></u>	The engine shall have Dual safety air cleaner elements, radial seal, dry type		
<u>@s</u>	no	Altitude deration will not occur at altitudes less than 10,000 ft (3048 m). The deration rate above 3048 m (10,000 ft) shall be 1.5% per 305 m (1000 ft).		
ies	по	Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design and for improved cylinder and piston ring durability.		
<u>es</u>	по	Fuel system shall be high-pressure, common rail		
<u>193</u>	no	Engine bore and stroke shall be 4.66 X 5.35 in. (118 X 136 mm)		
es	по	Engine shall be a turbo-charged, direct injection, four stroke, 6-cylinder diesel engine with 4 valves per cylinder.		
7 <u>63</u>	no	Engine shall be electronically controlled for more efficient fuel injection and fuel burn.		
es	no	Engine displacement for standard engine shall be no less than 9.0 liters (548 cu. in.)		
68		Engine shall reach no less than SAE net horsepower in the gears 1-8: 1st 160hp, 2nd 165hp, 3rd 175hp, 4th 190hp, 5th 190hp, 6th 195hp, 7th 195hp, 8th 195hp		
es		Standard and Optional peak engine power shall not be achieved at an engine speed greater than 2100 rpm.		
(es	no	Standard engine will have a minimum torque rise of 68% in all gears		
	<u>по</u>			
<u>()</u>	no no	Unit shall have a self-draining muffler with curved stack Unit shall be equipped with Engine Power Management System for variable horsepower for up to 245 SAE net and shall meet IT4 standards		
es	no	A jacket water heater shall be available to assist in cold weather starting.		
		Machine shall be equipped with electronic over-speed protection to prevent the engine and transmission from over speeding, as a standard feature.		
<u>es</u>	no	Electronic Throttle Control (cruise control) shall be available, and shall be controlled by a switch, located on the right-hand console for resuming and decreasing throttle set.		
\$\$ \$	no	The Electronic Throttle Control modes, set and accelerate functions, shall be located on the right console for easy access.		
69	no	The engine shall have an altitude compensating turbocharger		
	no	Six Cylinder, turbocharged with air-to-air after cooler diesel engine and shall be designed and built by the manufacturer		
69	no	Unit shall be equipped with engine stall prevention (ESP) as standard equipment		

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• 		Cooling 3
<u> </u>		
<u>x67</u>		A guard shall be available to protect the machine's transmission from debris.
yes	no	Coolant levels should be easily checked by sight gauges or overflow tank
		Engine coolant shall be Cool Guard™ II Extended Life or equivalent for temperatures to
<u>¥</u> £5		
yes_	по	Air intake shall be pre-screened (3 mm perforations) standard
У <b>Е</b> В	по	The charged air cooler shall be heavy duty aluminum 10 fin per inch
Yes	0	The engine shall have an air-to-air after cooling for low engine speed lugging
<u> </u>		Unit shall have charged air cooler with restriction sensor and in-cab restriction warning
yas	<u>no</u>	light Engine fan shall automatically adjust fan speed via a variable displacement hydraulic
		fan pump to meet engine cooling requirements to minimize power demand from the
ves.		engine, reduce vehicle noise levels, improve fuel economy, and improve vehicle performance.
yes	<u>no</u>	Engine power shall automatically compensate for power draw of the fan system to
	1	maintain a constant horsepower available to maintain vehicle performance independent
yes	<u>no</u>	of cooling system power draw.
v@s	no	Engine fan shall be able to automatically reverse and allow the operator to choose the time interval for the reversal to occur through the vehicle monitor.
<u>b</u> ~		
ves	no	The hydraulic oil cooler shall be 10 fin per inch with vertical, spin-on filter
yes_	no	The radiator shall constructed of aluminum and have 10 fins per inch spacing
(E)S	no	Unit shall have a coolant recovery tank provided
GS	no	Cooling system shall be isolated from the engine compartment
<u>yes</u>	no	Pivot and / or slide out coolers provide access for quick air cleanout of dust and debris
		A rear access door shall be provided to provide quick air cleanout of dust and debris for
ves_		the engine radiator, charge air cooler, transmission cooler, axle cooler, and the hydraulic oil cooler.
<u> </u>		Access to engine will be open from both sides with hinged engine side shields and full
ves	no	access service doors
$\checkmark$		Engine enclosure and daily service points shall be accessible from ground level, and grouped on the left side of the machine.
6		
<b>6</b> 5		Engine compartment doors shall be lockable without the use of external locks.
ves)	no	A guard shall be available to suppress sound from the engine.
<u>(85)</u>		The unit shall have a 6000 hour coolant interval from factory
		Vandal protection package shall include locking for cab doors, engine side shields (4),
	na	top tank radiator access door, engine coolant surge tank, hydraulic reservoir cap, fuel tank cap and tool box.
(ES)	no	

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·		Power Train T	
<u>xea</u>	no	Optional auto-shift shall be available	
<u>169</u>	no	Cruise control shall be standard.	
yes_	no	Machine shall have no drive shafts that cross over the articulation hitch.	
<u>yes</u>	no	The transmission shall have eight forward and eight reverse speeds with built-in diagnostics	
@s	no	Transmission shall have 5 working gears between 0-10.2 mph (0-16.4 km/h), for dirt applications.	
<u>ves</u>		Machine shall be equipped with an electronic inching pedal for improved modulation and machine control.	
¢@s	no	The transmission system shall have an independent oil reservoir, filtration and cooling system with 31 GPM hydraulic gear pump	
yes	no	The shift pattern will be the industry standard U-shape	
væs	по	The transmission shift handle shall have a neutral park brake locking position. It shall include a park start safety switch	
¢.	no	Transmission shall be event based shifting (EBS) or use load sensing electronic shift modulation with over speed protection	
¢	no	Transmission shall have clutch overheating protection to prevent clutch failures due to excessive and overuse of the inching pedal.	
ves	πο	The transmission shall have rubber isolation mounting to reduce noise and vibration	
y@s	no	Diameter at the output end of the transmission shaft shall be no less than 2.34 in (59.5 mm)	
v@s	no	Transmission shall be equipped with built-in self-diagnostic capability.	
y68	no	Transmission shall be isolated/resilient mounted to reduce sound and vibration.	
/A3	ло	Transmission shall be a direct drive, power shift, countershaft type.	
	· · · · · · · · · · · · · · · · · · ·	Axies/Brakes/Tandems	
( <del>6</del> 5)	no	The brakes shall be continuously pressurized, filtered, oil cooled	
(6) 	no	The brakes shall be internal self-adjusting maintenance free, wet multi-disk, inboard of tandem pivot	
100	no	The park brake shall have an independent oil reservoir, filtration and cooling system with 8 GPM axle hydraulic gear pump and 10 fins per inch oil cooler	
69	no	The parking brake shall be automatic, spring-applied, hydraulic released	
(es	no	The unit shall have primary and secondary service brakes	
165	no	Service brakes shall be multi-disc, oil-cooled and completely sealed.	
		Service brakes shall be hydraulically actuated, utilizing dual independent brake circuits.	

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y@8	no	Service brake disc surfaces shall be grooved and carry oil between discs and plates with brakes fully applied.
yês	no	Entire braking system shall meet all requirements of ISO 3450.
Vale	no	Service brakes shall provide a minimum of 3,565 in <sup>2</sup> (23,000 cm <sup>2</sup> ) of total friction material surface area used at each of the four tandem wheels to eliminate braking loads on the power train.
(je)	no	Differential Lock/Unlock shall be electro-hydraulically controlled, as a standard feature.
10	no	Differential Lock/Unlock shall be capable of being engaged or disengaged at any time during vehicle operation without incurring damage to the differential and differential lock system. Engagement shall not be restricted or determined by vehicle speed, vehicle shifts, or tandem tractive conditions (tandems slipping).
()		Differential Lock/Unlock shall be a multi-disc design.
Jes_	no	Differential Lock/Unlock can be selected by operator to be automatic for gears 1-4.
y@	no	Differential Lock/Unlock shall be operator controlled, via toggle switch near the right hand blade controls
tes_	no	Unit shall be equipped with system capable of automatically engaging and disengaging diffloc to optimize tractive capability, while at the same time providing the operator with the ability to manually engage diffloc during any vehicle operation
yes	no	Parking brake shall be multi-disc, oil-cooled, spring-applied, hydraulically released, sealed, adjustment-free, and integrated into the transmission.
<b>YE</b> E	no	Parking brake shall be serviceable without removing the transmission.
Jes_	no	Engaged parking brake shall neutralize the transmission.
yes	<u>no</u>	Differential housing oil filter shall have 2000 hour service replacement interval.
ves	no	The axles shall be planetary single reduction final drive
yes	no	The rear axle shall have clutch style hydraulic differential lock that can be engaged on the go to achieve maximum traction instantly when required
XES	no	The rear-axle shall be a bolt-on modular design offering easy access to differential components, improving serviceability and contamination control.
(es	no	Final drive shall be a planetary design.
ves	no	Front axle shall be an arched design for maximum ground clearance.
yes		Front axle oscillation shall be no less than 32 degrees total, per side 16 degrees up, 16 degrees down.
ies	no	Front wheel steering angle shall be no less than 48.5 degrees left or right.
jæs	no	Front wheel spindle maintenance intervals shall be no less than 2000 hrs.
<u>y@s</u>	no	Steering tie rod ends shall be heat induction hardened.
<u>ves</u>	no	Front wheel spindle bearings shall be a large diameter taper roller bearing for radial and axial load

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yes	ло	Tandems shall be capable of oscillating 15 degrees front tandem up and 15 degrees front tandem down, with full machine articulation and having no interference between tandem wheel and machine structure.
Øs_	no	Tandem chain pitch shall not be less than 2.0 in (50.8 mm).
		Distance between center of tandem wheels shall be no less than 60.8 in (1540 mm).
yes_	no	Maximum front wheel lean shall be no less than 20 degrees left or right.
	The second	- Avaraulic System
<u>ye</u>	no	Motor grader shall have an option of up to six auxiliary control valves and control levers integrated into the main control rack and valve stack, 14 possible control levers on main control rack.
<u>(es</u>	no	Hydraulic pump shall be a variable-displacement, axial-piston, load sense control, pump.
yes	no	Left and right blade lifts shall have hydraulic float control.
		The hydraulic system shall have a 56.0 gpm (212 L/m) main hydraulic axial piston pump and 10 fin per inch oil cooler
<b>468</b>	no	Implement pump shall not be mounted under cab floor, minimizing sound and vibration.
yes	по	A sight gauge will be provided for checking hydraulic reservoir fluid
(		The hydraulic tank shall have a baffling system to improve reservoir effectiveness to prevent aeration, contaminant settling, and heat dispersion and dissipation.
<u>169</u>	no	Hydraulic system shall be fully sealed, using O-ring seals to prevent contamination and spillage.
Yes	no	The hydraulic stand-by pressure shall be no less than 1600 psi (11031 kPa).
des_	no	Hydraulics system shall be a closed center, load sensing type, with a variable displacement, axial piston-type pump.
<u></u>	no	The maximum hydraulic system pressure shall be no less than 2,750 psi (18.961 kPa).
	no	Implement valves shall be proportional priority pressure compensating for consistent response, when multi-functioning any combination of implement controls and independent of engine speed.
ves		Lock valves shall be integrated into the main implement valve to prevent cylinder drift.
<u></u>		Hydraulic valves shall not be mounted to the cab floor, to minimize sound and vibration.
<u>(69</u>	ло	All implement hydraulic connections shall have O-ring face seals for leak prevention.
ves		The hydraulic system shall be pressure-compensated and load-sensing for reduced fuel consumption.
yés	no	Steering capabilities shall be ISO 5010
(és)	no	Secondary steering is available
		Electrical K.
ves	no	The electrical system shall be 24 volt with 100 amp alternator.

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<u>v@ş</u>	no	Machine shall have 1400 CCA extra heavy-duty batteries with 440 minute reserve capacity
Xes_	<u></u>	The cab shall have a 10 amp continuous / 15 amp peak capacity (24V to 12 V) converter
∦∂s	no	Optional electrical corrosion-prevention protection for protection in corrosive environments such as salt handling
yes_	по	All core machine systems shall be electronically connected optimizing performance and preventing machine damage
(es_	no	LED turn signal, marker and brake lights shall be provided.
( <b>es</b>	no	Unit shall be equipped with driving lights, two high and two low beam halogen headlights with front and rear turn signals, front and rear marker lights, brake lights and hazard warning lights.
e res	по	Unit shall have indicator or warning for: high beams, seat belt, turn signals, cruise control, low alternator voltage, engine air filter restriction, engine oil pressure, engine coolant temperature, wait to start (glow plugs), hydraulic filter restriction
<u>kej</u>		Machine shall have back-up lights and sounding alarm as standard when reverse gears are selected.
¥@\$	no	The monitor shall have multi-language options provided (English, Spanish, French, & Russian)
yęs_	no	Unit shall be equipped with a single LCD monitor displaying gauges for: DPF cleanliness level, engine coolant temperature, transmission oil temperature, hydraulic oil temperature, rear steer articulation angle and fuel level with low level visual warning. The LCD monitor should also be capable of displaying vehicle performance data, diagnostic information, and diagnostic trouble codes.
07	по	Unit shall have digital readout displayed on a single LCD monitor for: engine rpm, odometer, transmission gear indicator, speedometer, hour meter
es		Starting system shall be a 24V direct electric type.
ves		All light and wiper switches will be solid-state distribution
<u>/es</u>	no	The in-cab switch module shall be sealed to keep out dirt, dust and airborne debris
<u> </u>	no	The unit shall be provided with ground level master electrical disconnect switch
<b>65</b>	по	The unit shall have an electric key fuel shut-off switch
ves	no	Electrical system shall have a master disconnect switch with a padlock provision (in addition to the ignition switch), accessible from the ground level.
yes	ло	Cab will be wired for beacon, radio and auxiliary circuit
[es	no	The unit shall have a bypass start safety cover on the starter
j⊅. }∕@?	no	Steering wheel and control console shall be tiltable
ves	no	The ergonomically designed steering wheel will take 5 1/4 turns (lock to lock) if the machine is equipped with manual controls. If the machine is equipped with EH controls, the steering wheel shall take 6 1/4 turns (lock to lock).

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Yes	no	Steering wheel shall be required to operate machine.			
Ves	no	Left and right side cab doors are standard			
ves	no	Cab doors shall have a hold-open clasp with a ground-level release and in addition to, a release in the cab.			
¥@s	no	Machine shall provide dual exits allowing for emergency egress should one side become obstructed			
@s	ло	Cab shall have cup holder, personal cooler holder/storage compartment for operator's manual, with a molded floor mat			
v <del>ç</del> s	по	Air vents shall be provided for all front and side tinted windows			
@s	no	Three rearview mirrors shall be provided, one interior and two breakaway exterior mounted			
@s	no	AM/FM/WB Radio including 24V to 12V converter, two speakers, antenna and wiring shall be available.			
ves	по	AM/FM/WB Radio with CD including 24V to 12V converter, two speakers, antenna and wiring shall be available.			
	no	A rear sun shade shall be available.			
(es	по	The motor grader shall be equipped with low ROPS/FOPS air conditioned cab, isolation frame mounted for noise and vibration reduction			
Øs	по	An enclosed cab with ROPS (Rollover Protective Structure) shall be provided.			
<u> </u>	<u></u>	FOPS (Falling Object Protective Structure) shall be provided.			
-		Seat shall be a cloth-covered air suspension seat with, 3-inch (76 mm) retractable seat belts, with adjustments for fore-aft position, seat height, seat back angle, thigh support, and lumbar support.			
æ æs	<u></u>	A machine security system shall be available to electronically code keys selected by the user to limit usage by individuals or by time parameters.			
		×			
<u>e</u>	no	Access to the cab shall be three anti-skid steps Machine shall provide 3 points of contact on all areas of the machine, for mounting and dismounting.			
() () ()	no	Left and right side tandem case assemblies shall be covered with punched steel plate to provide an adequate platform for standing and walking.			
<u></u>	no	Cab shall have angled floor design allowing direct visibility to moldboard.			
/@s	по	The front glass shall be continuous and unobstructed glass from roofline to floor for visibility of the blade, heel and toe, back of the cutting edge and front tires. If choosing lower opening windows, the configuration changes slightly.			
	no	The Laminated upper front tinted window shall come with a sun shade band			
<b>65</b>	-	The unit will come with a rear window electric defroster			
	no	Machine shall have laminated glass for the front upper window to protect the operator from shattered glass.			

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Kes_	0	Optional decelerator pedal shall be available
ves	no	The upper front and rear windshield washers with intermittent wipers shall be standard
es	<u>no</u>	An Operating Manual shall be provided by Seller on delivery of unit
¥ <sup>63</sup> —	<u></u>	A Service Manual shall be provided by Seller on delivery of unit
	no	Machine Wheel Base (distance from front axle to mid tandem) shall not be less than 242.6 in (6,160 mm).
<u>10s</u>	no	Machine shall be designed and built by the manufacturer.
<u>e</u>	no	Transmission shall be designed and built by the machine manufacturer.
tes		The fuel tank capacity shall be no less than 110 gallons (416 L)
	<u></u>	Machine height to top of the cab shall not exceed 125 in (3,180 mm).
<u>e</u>	по	Turning radius will be no greater than 284 in (7,214 mm)
(es	no	Max saleable weight of the machine shall not be more than 46,800 lbs (21 228 kg). Weight shall be the heaviest possible combination of compatible attachments, also including lubricants, full fuel tank and operator of 200 lbs (91 kg).
ves	no	Base Machine Weight shall not be less than 35,220 lbs (15,976 kg). Weight shall include: standard machine configuration, lubricants, coolants, full fuel tank and operator of 175 lbs (80 kg).
les	no	Six Cylinder, turbocharged with air-to-air after cooler diesel engine and shall be designed and built by the manufacturer
	<u><u>k' ^ '</u></u>	Prames and Structures
ves	по	The angle of articulation shall be no less than 22 degrees.
@ <u>.</u>	no	The articulation joint shall have mechanical locking device to prevent frame articulation while servicing or transporting machine.
Jes	по	The rear frame shall have two box section channels with an integrated bumper.
<u></u>		The frame shall be ready for snow wing attachment
¢es	по	The motor grader main frame shall be designed with .89" ( 23mm) top and bottom plates and .63" (16mm) side plates
@s	no	Unit will be provided with seven-position pin-locking saddle
<u> </u>	. <del>  k</del>	Circle and Mold-Board + +
<u></u>	<u>no,</u>	Shall have 14' long, 24" high by 7/8" thick moldboard available with 5/8" hardware available
( <del>6</del> 9	no	The mold board shall be pre-stressed during manufacturing for superior strength and durability
ves	no	The mold board will have quick change circle wear and side shift wear inserts, capable of being replaced in approximately 2 hours using only a 9/16" wrench.

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yes	<u></u>	Moldboard shall have a bank slope angle capability of at least 90 degrees to both sides.
<b>@</b>	no	Slide rails shall be hardened, continuously welded, and have replaceable bronze-alloy wear inserts top and bottom.
ves	no	Moldboard slide rails shall be constructed of a heat-treated, high carbon steel.
@s	no	Moldboard shall have a hydraulic tip control through a range of 42 degrees fore and 5 degrees aft.
ves	no	Throat clearance with standard moldboard shall be at least 4.8 in (123 mm)
(Ves	no	The motor grader shall have five permanent and usable tie downs for transport
Ves	no	Drawbar wear strips shall be replaceable drop-in inserts, made from nylon composite material.
yes_	no	Circle and drawbar vertical adjustment points shall be accessible from the bottom of the drawbar, for ease of maintenance.
(es	no	Circle radial wear insert shall be replaced without removing the circle support castings for quick easy maintenance.
ves	no	Moldboard wear strips shall be adjusted with lock screws, providing shim-less adjustment capability both vertical & horizontal.
N.		Serviceability R ALA
Jes	no	Daily check points shall be accessible from the left side of the engine and shall be done from ground level
jes	no	The dip stick for checking transmission fluid shall be at ground-level
	no	Engine shall have environmentally friendly fuel drain valves
1 <b>6</b> 5	no	Environmental drain provisions will be provided for the hydraulic oil, engine oil, engine coolant, transmission, differential and fuel tank.
AC9	no	High-speed oil drain system shall be available with ground level quick connect access.
	no	Fuel fast fill shall be ground level accessible, and capable of fill rates of up to 150 gallons/minute (xxx liters / min)
ves	no	Standard hydraulic tank capacity shall not be more than 16 gallons (60.6 L).
<u>/es</u>	no	Standard fuel tank capacity shall not be less than 110 galions (416 L).
ves	no	Standard cooling system capacity shall not be less than 11.6 gallons (43.9 L).
ves	no	Standard engine oil capacity shall not be less than 6.3 gallons (23.8 L).
ves	no	Standard tandem housing capacity shall not be less than 19.5 gallons (73.8 L) each.
	no	Standard circle drive housing capacity shall not be less than 1.5 gallons (5.7 L)
<b>F</b> es	no	Standard front wheel AWD gear box shall not be less than 2 gallons (7.2 L).
væs	no	Engine oil filter shall be a 500-hour, vertical spin-on

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ves	no	Engine primary and final fuel filters shall have 500-hour service replacement interval.
vês	по	Engine shall have primary fuel filter with fuel water separator and electronic sensor; quick release dual stage filter and primer pump
(es	no	Hydraulic, transmission, and differential filters shall be banked and easily assessable through the engine compartment doors.
ØBS	по	Hydraulic filter shall have a service interval of 2000 hours
<u></u>	no	Hydraulic oil change service interval shall be no less than 4000 hours
<u> (des : </u>	<u>no</u>	Transmission filter restriction indicator shall be displayed in the cab
jes	no	Transmission oil filter service replacement interval shall be 2000 hours
(es	no	The centralized lube bank shall be at the articulation joint to give access to difficult to reach zerks
jjes	no	Sampling ports shall be accessible from the tandem level and provide access to the engine, hydraulic, coolant, and fuel ports.
ves	по	A two-way communication tool shall give service technicians easy access to stored diagnostic data and allow configuration of machine parameters.
<u>yes</u>	no	Unit shall be equipped with OEM provided wireless communication system capable of monitoring and communicating machine location, fuel burn, as well as multiple other vehicle performance data. In addition, the system shall be capable of updating system control software wirelessly.
ves	no	Engine shall allow for at least 500 hours of operation between oil changes.
<u></u>		An Operating Manual shall be provided by Seller on delivery of unit
ves	no	A Service Manual shall be provided by Seller on delivery of unit
A	<del>#</del>	Tires / Rims,
Ps	no	Tires mounted on a 9 in (22.86 cm) by 24 in (61 cm) single-piece tire rim to provide mounting for 14x24 pr 14R24 tires
<u>@</u>	no	A 10 in (25.4 cm) by 24 in (60.96 cm) size multi-piece tire rim shall be available to provide mounting for 14.00-24 and 14.00R24 conventional tires.
<u>es</u>	no	A 14 in (35.6 cm) by 25 in (63.5 cm) size multi-piece tire rim shall be available to provide mounting for 17.5R25 tires.
		Standard grey glare-reducing paint shall be used on the front frame and engine enclosure to decrease glare from other equipment lights and reflection from the sun and
(03 (63	по	snow. Engine shall be rubber isolation mounted to reduce noise and vibration
0	no	The unit shall have a fan finger guard
	no	A toolbox shall be provided.
لې مانندر د		* Optional Equipment
ves	no	Blade lift accumulators shall be available, to reduce vertical impact damage.

Nes)	no	Rear vision camera with integrated display and wiring shall be available.
(es	no	A front lift group shall be available
Qes	no	A front scarifier and mid-mount scarifier shall be available.
	no	Rear fenders shall meet ISO-3457 requirements and shall not interfere with the ability to fully open any cab or engine enclosure, or service access doors.
x6=	no	A rear hitch 120 lb (54 kg) or rear counterweight 1,603 lb (727.1 kg) with integral hitch are available
v ves	no	Rear ripper shall have five ripper shank holders and 9 scarifier shank holders.
(ves_	no	Rear ripper shall have a working penetration of maximum 16.8 in (426 mm) and a minimum penetration force of 20,700 lb (9397 kg) at typically equipped operating weight

Texas	ADODCCOQCOQUESTICAT TURGE COMPANYE IN I MACALIGAN PROTES KONOTHOMICOMPANYE S	
	Western Surety Company	CORD
	OFFICIAL BOND AND OATH	ОСКМ.
THE Coun	STATE OF TEXAS by of	inty Clerk
KNO	JACK COUNTY, TE W ALL PERSONS BY THESE PRESENTS: BO <u>ND No. 71696</u>	
T WES	hat we, <u>Lisa S. Perry</u> , as FERN SURETY COMPANY, a corporation duly licensed to do business in the State of Tex	Principal, and as, as Surety,
	eld and bound unto <sup>1</sup> <u>District Judge(s)</u> , his succe	
for th	e sum of <sup>2</sup> Five Thousand and 00/100 DOLLARS ( <u>\$5,00</u> e payment of which we hereby bind ourselves and our heirs, executors and administrate ally, by these presents.	
	ated this day of August,	
Princ	HE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the all ipal was on the day of,	, duly
(E	appointed to the office of <u>County Auditor</u> in and for <u>3 Jack</u> lected—Appointed) ty, State of Texas, for a term of <u>Two (2)</u> years commencing on the <u>l</u>	
	ty, State of Texas, for a term of $100 (2)$ years commencing on the $100 (2)$ August, 2015	day of
requi	OW THEREFORE, if the said Principal shall well and faithfully perform and discharge red of him by law as the aforesaid officer, and shall $^4$ ithfully perform the duties cof county auditor.	e all the duties
Iu	contaily perior one ducies our county additor.	
then	this obligation to be void, otherwise to remain in full force and effect.	
nutri anita exe	TO DED I OVEVER, that regardless of the number of years this bond may remain in the segregate may be made against this bond, the liability of the Surety shall not be aggregate mapping of the Surety for any and all claims, suits, or actions under this with appoint stated above. Any revision of the bond amount shall not be cumulative.	be cumulative
parta liabil	KOVIDED, FUR THER, that this bond may be cancelled by the Surety by sending written to whom this bond is payable stating that, not less than thirty (30) days thereafter ity, hereinder shall terminate as to subsequent acts of the Principal.	
	WESTERNOSURETY	Principal COMPANY
· ·	By Paul T. Bruka	t, Vice President
	ACKNOWLEDGMENT OF PRINCIPAL	
]	STATE OF TEXAS	
1	ity of	onally appeared
the	LISA 3. [United to me to be the person whose name for the deration therein expressed.	
	liven under my hand and seal of office at	, Texas,
SEA	271 at Judicial District	Fack County, Texas
Form 8	62 All Page 1 of 4	

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## OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

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I	, do solemnly swear (or affirm) that I will faithfully
execute the duties of the office of	, do solemnly swear (or affirm) that I will faithfully
laws of the United States and of this State; and I directly nor indirectly paid, offered, or promised to or valuable thing, or promised any public office or vote at the election at which I was elected; and I f directly or indirectly, interested in any contract wi	bility preserve, protect, and defend the Constitution and furthermore solemnly swear (or affirm) that I have not pay, contributed, nor promised to contribute any money, employment, as a reward for the giving or withholding a urthermore solemnly swear (or affirm) that I will not be, ith or claim against the County, except such contracts or pt such warrants as may issue to me as fees of office. So
	Signed
Sworn to and subscribed before me at of,	, Texas, this day
SEAL	Country Morror
	County, Texas
· · · · · · · · · · · · · · · · · · ·	
OATH	OF OFFICE
	deneral)
I lies & farcul	do colomniu ouroon (on offium) that I will
faithfully execute the duties of the office of	June Audior, do solemnly swear (or affirm) that I will
of the State of Texas, and will to the best of my a laws of the United States and of this State; and I directly nor indirectly paid, offered, or promised to	bility preserve, protect, and defend the Constitution and furthermore solemnly swear (or affirm) that I have not pay, contributed, nor promised to contribute any money, employment, as a $r^{-}$ ward for the giving or withholding a
01107	Signed /
Sworn to and subscribed before me at	K County , Texas this _ 2nd day
SEAL CONTRACT	- Alla Mulla Mayle County, Texas
THE STATE OF TEXAS County of	as as County and State of Texas,
this day approved in open Commissioner's Court.	
ATTEST	Date October 12 2015
	effed I.C.
Xance Cobenson Clerk	Would A County Judge,
County Court County	- County, Texas
THE STATE OF TEXAS County of Lack Ss	County Clauk in and for said County by
hereby certify that the foregoing Bond dated the with its certificates of authentication, was filed for r , 2015, at day of, 2015, at of said County in Volume, on page	ecord in my office the $2\pi$ day of $2\pi$ day of $2\pi$ day of $2\pi$ o'clock $4$ M., and duly recorded the $2\pi$ day of $1150$ o'clock $4$ M., in the Records of Official Bonds
WITNESS my hand and the seal of the County (	Court of said County, at office in
	Januer Labrasch Clerk
By Deputy	County Court County
· · · · · · · · · · · · · · · · · · ·	

Page 2 of 4

"TO

## OFFICIAL BOND REQUIREMENTS

OFFICIAL.	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, faithfully pay over all money the he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that i collects or receives for any county or the state."
County Judge	\$1,000 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the perso or officer entitled to it; pay to the county all money illegally paid him out of county funds; and not vote or consent to pay out coun
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	funds for other than lawful purposes."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$550,000 maximum	County Judge	Commissioners Court	Local Gov't Code . 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board wide independent schoo created, in which eve payable to and approve Commissioner	ed by the County	Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Speci	fied	Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Sur	veyor	Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the finer forficitures, and penalties the sheriff collects for the use of the state of a county; execute and return when due the process and precept lawfully directed to the sheriff, and pay to the person to whom the are due or to the person's attorney the funds collected by virtue of th process or precept; and pay to the county any funds illegally paid voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registra- tion fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburs the county for all county funds illegally paid to him and will not vot or consent to make a payment of county funds except for a lawfu purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law an promptly pay to the entitled party all money that comes into his hand during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificate issued by him, protect the commodities that he is registered to weig or measure, and comply with all laws and rules governing publi weighers."
State Public	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificate issued by him, protect the commodities that he is registered to weig or measure, and comply with all laws and rules governing publi

If precinct insert the number.
 Conditions.

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ACKNOWLEDGMENT OF SURETY (Corporate Officer)

#### STATE OF SOUTH DAKOTA

County of Minnehaha

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_\_ 10th \_\_\_\_\_ day of

<u>August</u>, <u>2015</u>, personally appeared <u>Paul T. Bruflat</u> to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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Notary Public



My Commission Expires March 2, 2020

Clerk Texas ы County, Official 'litle Principal Vestern Surety Company day М BOND AND OATH OFFICIAL On Behalf of o'clock County Court \_ Texas Filed the at

Form #2204 Rev. 06/2009	TI	nis space reserved for office use
Submit to: SECRETARY OF STATE Statutory Documents Section P O Box 13550 Austin, TX 78711-3550 512-475-0775 512-475-2815 - Fax Filing Fee: None	OATH OF OFFICE	SCANNED
	UTHORITY OF THE STATE OF TEXAS	-
I, <u>Lisa Perry</u> execute the duties of the office of (		affirm), that I will faithfully of
	est of my ability preserve, protect, and defe	
of the United States and of this Stat		nd the Constitution and haws
	the shur	
	Signature of Officer	
••••••••••••		
State of <u>Texas</u> ) County of <u>Jack</u> )		
Sworn to and subscribed before me (seal)	e this <u>11th</u> day of <u>August</u> <u>Muthall</u> <u>J. work</u> Notary Public Signature	,20 <u>15</u> .
THE COUNTY COUNTY COUNTY		
THE OUNT (TELES	FILED	FOR RECORD
~		UG 1 1 2015
	JANICE RU JACK BY	BINSON, County Clerk COUNTY, TEXAS
	نها ۵ <u></u>	DEPUTY
6		

FILED FOR RECORD

\_O'CLOCK\_\_\_

Μ.

#### SCANNED

# In the name and by the authority of THE STATE OF TEXAS

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

OCT 1 2 2015

## OATH OF OFFICE



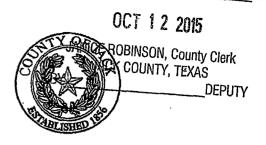
The Honorable John Fostel Judge, 271st Judicial District

State of Texas

FILED FOR RECORD O'CLOCK М

#### **APPOINTMENT OF COUNTY AUDITOR**

THE STATE OF TEXAS COUNTY OF JACK



It appearing that the present term of office as County Auditor of Jack County, Texas, has been vacated due to the former County Auditor's retirement, and that the appointment of an Auditor for the ensuing two-year term will now be necessary, and,

It appearing that Lisa Perry is qualified to perform the duties of that office, and a proper person for the office, she is hereby appointed for a two-year term beginning on the 1<sup>st</sup> day of October, 2015, and terminating on the 30<sup>th</sup> day of September, 2017.

It further appearing that the duties of the office County Auditor reasonably requires the appointment of an Assistant Auditor; and that Kim Dungan is qualified for such appointment, she is hereby appointed Assistant Auditor of Jack County for the said two years, unless terminated prior to the expiration of said two-year period by the said District Judge, or by the County Auditor, or by her own resignation.

2nd day of October Signed this the . 2015. but effective October 1, 2015.



The Honorable John Fostel Judge, 271<sup>st</sup> Judicial District State of Texas

ILED	FOR RECORD	
	O'CLOCK	М.

## ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

THE STATE OF TEXAS

COUNTY OF JACK

Pursuant to Texas Local Government Code Sections 152.031, 152.032, and 152.905, I, John Fostel, District Judge of the 271<sup>st</sup> Judicial District of Texas, do hereby order the salaries of the Auditor and the Assistant Auditor of Jack County set at an amount equal to their current salaries plus any longevity, cost of living, and/or other raise amounts for personnel approved by the Commissioners Court of Jack County, Texas, for the fiscal year of 2015-2016.

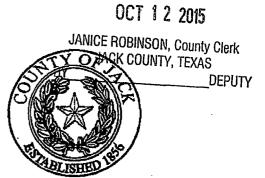
This order shall be recorded in the minutes of the 271<sup>st</sup> District Court of Jack County, Texas, and a certified copy of same shall be delivered to the Honorable Commissioners Court of Jack County, Texas, for observance, and shall be recorded in the minutes of the Commissioners Court of Jack County, Texas.

Said salary is to commence on October 1, 2015.

Signed this the <u>Znd</u> day of <u>October</u>, 2015, but effective October 1, 2015.



The Honorable John Fostel Judge, 271<sup>st</sup> Judicial District State of Texas



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10/02/15 TIME:08:28 AM		AD	JACK COUNTY OPTED BUDGET FY	16			PAGE 1 PREPARER:0003
Account Number and Title	T C	Org Budget YEAR - 2013	Org Budget YEAR - 2014	Actual Exper YEAR - 2014	Org Budget YEAR - 2015	Actual Exper YEAR - 2015	Adopted Budget YEAR - 2016
REPORTING FUND: 0090 GENERAL FUND 0408 COUNTY AUDITOR'S OFFICE							
		0.00	0.00	0.00	0.00	4 5/0 70	10.017.00
0101 COUNTY AUDITOR SALARY - PERRY	E	0.00	0.00	0.00	0.00	1,568.38	42,817.00
0102 JACK COUNTY AUDITOR SALARY-RHOADES	E	38,836.00	40,778.00	43,475.48	40,778.00	39,704.36	0.00
0105 ASSISTANT AUDITOR-DUNGAN 0180 LONGEVITY PAY	E	28,205.00	29,615.00	30,055.04 0.00	29,615.00	27,836.96 0.00	31,096.00 620.00
COUNTY AUDITOR SALARY TOTAL	E	1,580.00 68,621.00	1,640.00 72,033.00	73,530.52	1,700.00 72,093.00	69,109.70	74,533.00
0201 SOCIAL SECURITY	E	5,250.00	5,511.00	5,465.21	5.515.00	5,050.16	5,702.00
0202 MEDICAL INSURANCE	E	19,052.00	19,658.00	19,658.40	20,413.00	17,850.76	21,513.00
0203 RETIREMENT	E	7,082.00	9,055.00	8,745.94	8,363.00	8,217.09	8,377.00
0204 UNEMPLOYMENT	E	0.00	0.00	0.00	0.00	0.00	0.00
0205 WORKER'S COMPENSATION	E	0.00	0.00	0.00	0.00	0.00	0.00
0206 TRAVEL	E	0.00	0.00	0.00	0.00	0.00	0.00
0207 SCHOOL/CONFERENCE	Ē	2,500.00	2,500.00	501.40	2,500.00	720.00	2,500.00
0208 MISCELLANEOUS TRAVEL & MEALS	E	500.00	400.00	134.40	400.00	343.20	400,00
COUNTY AUDITOR FRINGE TOTAL	-	34,384.00	37,124.00	34,505.35	37,191.00	32,181.21	38,492.00
0301 BONDS OF OFFICE	E	225.00	225.00	50.00	225.00	227.50	225.00
0307 MISCELLANEOUS	E	0.00	0.00	0.00	0.00	0.00	0.00
COUNTY AUDITOR PROFESSIONAL TOTAL		225.00	225.00	50.00	225.00	227.50	225.00
0404 DUES	Ε	190.00	225.00	220.00	225.00	235.00	225.00
TOTAL ADMINISTRATIVE		190.00	225.00	220.00	225.00	235.00	225.00
0604 TELEPHONE	Е	2,000.00	2,000.00	2,003.63	2,000.00	1,658.29	2,000.00
COUNTY AUDITOR UTILITY TOTAL		2,000.00	2,000.00	2,003.63	2,000.00	1,658.29	2,000.00
0702 SERVICE AGREEMENTS	Е	10,446.00	10,446.00	9,804.00	10,446.00	7,569.00	10,500.00
0703 FURNITURE/EQUIPMENT REPAIR	Е	0.00	0.00	2.40	0.00	0.00	0.00
0705 BUILDING REPAIR	E	0.00	0.00	0.00	0.00	0.00	0.00
CO. AUDITOR REPAIR/MAINT. TOTAL		10,446.00	10,446.00	9,806.40	10,446.00	7,569.00	10,500.00
0803 FURNITURE/EQUIPMENT	Е	1,000.00	1,000.00	1,710.95	1,000.00	0.00	1,000.00
0804 COMPUTERS	Е	1,000.00	1,000.00	0.00	1,000.00	2,550.08	1,000.00
CO. AUDITOR EQUIPMENT TOTAL		2,000.00	2,000.00	1,710.95	2,000.00	2,550.08	2,000.00
0901 OPERATING SUPPLIES	Ε	8,000.00	8,000.00	6,001.36	8,000.00	5,813.33	8,000.00
0915 POSTAGE	Ε	400.00	400.00	178.38	400.00	167.54	400.00
COUNTY AUDITOR OPERATING TOTAL		8,400.00	8,400.00	6,179.74	8,400.00	5,980.87	8,400.00
COUNTY AUDITOR'S OFFICE	-	126,266.00	132,453.00	128,006.59	132,580.00	119,511.65	136,375.00

## FILED FOR RECORD

\_O'CLOCK\_\_\_\_M.

OCT 1 2 2015

JANICE ROBINSON, County Clerk JACK COUNTY, TEXAS

DEPUTY

Defolur 2, 2015

Date

The Honorable John Fostel Judge, 271<sup>st</sup> Judicial District State of Texas



Tend		
OFFICIAL BOND AND OATH       OC 1 2 205         JANCE ROBINSON, Contry Clerk JACK COUNTY, TEXAS         COUNTY OF TEXAS         JANUE ROBINSON, COUNTY, TEXAS         NOW ALL PERSONS BY THESE PRESENTS:         DOND NO		- ,
OFFICIAL BOND AND OATH       OC 1 2 205         JANCE ROBINSON, Contry Clerk JACK COUNTY, TEXAS         COUNTY OF TEXAS         JANUE ROBINSON, COUNTY, TEXAS         NOW ALL PERSONS BY THESE PRESENTS:         DOND NO	Mastaria Curati	
OFFICIAL BOND AND OATH       OC 1 2 205         JANCE ROBINSON, Contry Clerk JACK COUNTY, TEXAS         COUNTY OF TEXAS         JANUE ROBINSON, COUNTY, TEXAS         NOW ALL PERSONS BY THESE PRESENTS:         DOND NO	vvestern Surety	COMPERING RECORD
THE STATE OF TEXAS County of	OFFICIAL BOND AN	ID OATH
RNOW ALL PERSONS BY THESE PRESENTS:       EONJYNG:       127020172         That we, Kin M. Dungan	THE STATE OF TEXAS County ofJack} ss	JANICE ROBINSON, County Clerk
WESTERN SURETY COMPANY, a corporation duly incensed to do business in the State of Texas, as Surety,         are held and bound unto 'Jack         in the sum of 'Pive Thousand and 00/100       DOLLARS (SE.000.00         for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and         severally, by these presents.       Dated this		BOND No71705879
in the sum of Prive Thousand and 20/100	That we, <u>Kim M. Dungan</u> WESTERN SURETY COMPANY, a corporation duly licensed t	o do business in the State of Texas, as Surety,
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents. Dated this	are held and bound unto <sup>1</sup> Jack	, his successors in office,
Dated this	for the payment of which we hereby bind ourselves and our he	DOLLARS ( <u>\$5,000.00</u> ), eirs, executors and administrators, jointly and
Principal was on the day of in and for <sup>9</sup> Jack, duly appointed to effice of Assistant County in and for <sup>9</sup> Jack duly		,2015
County State of Texas, for a term of years commencing on the LET day of	THE CONDITION OF THE ABOVE OBLIGATION IS	SUCH. That whereas, the above bounden
County State of Texas, for a term of years commencing on the LET day of	<u>appointed</u> to the office of <u>Assistant County</u> (Elected—Appointed) Auditor	in and for <sup>3</sup> Jack, auly
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> Faithfully perform the duties of office. The duffer of the duties of office. The duffer of the duties of office. The duffer of the duties of office and effect. The duffer of the duties of office and effect. The duffer of the duffer of the surety for any and all claims, suits, or actions under this bond shall not be cumulative and the amount shall a prove the duffer of the surety shall not be cumulative. The duffer of the surety for any and all claims, suits, or actions under this bond shall not exclude amount shall not be cumulative. The duffer of the surety for any and all claims, suits, or actions under this bond shall not exclude a mount shall be defined amount shall not be cumulative. The duffer of the surety for any and all claims, suits, or actions under this bond shall not exclude a mount shall be duffer of the surety for any and all claims, suits, or actions under this bond shall not exclude a mount shall be duffer of the surety for any and all claims, suits, or actions under this bond shall not exclude the form of the bond may be cancelled by the Surety by sending written notice to the part of whom the bond of the bond may be cancelled by the Surety (30) days thereafter, the Surety's liability deferring shall terminate as to subsequent acts of the Principal.	County, State of Texas, for a term of2 year	<u>s</u> commencing on the <u>lst</u> day of
Bit of the start of the start of the sum of years this bond may remain in force and the number of years this bond may be calculative shall not be cumulative.         Interview of the start of the sum of the sum of the sum of the start and acknowledged to me that he executed the same for the purposes and consideration therein expressed.         Steal       Steal       Start of the st	required of him by law as the aforesaid officer, and shall $^4$	attniuny perform and discharge an the duties
Bit of the start of the start of the sum of years this bond may remain in force and the number of years this bond may be calculative shall not be cumulative.         Interview of the start of the sum of the sum of the sum of the start and acknowledged to me that he executed the same for the purposes and consideration therein expressed.         Steal       Steal       Start of the st		
Bit of the start of the start of the sum of years this bond may remain in force and the number of years this bond may be calculative shall not be cumulative.         Interview of the start of the sum of the sum of the sum of the start and acknowledged to me that he executed the same for the purposes and consideration therein expressed.         Steal       Steal       Start of the st	then this obligation to be waid atherwise to some in full favor	and officiat
liability of the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office at	PROVIDED HOWEVER, that regardless of the number of number of leinis that may be made against this bond, the and the aggregate liability of the Surety for any and all claim exceedute amount source above. Any revision of the bond amo	f years this bond may remain in force and the liability of the Surety shall not be cumulative ms, suits, or actions under this bond shall not bunt shall not be cumulative. by the Surety by sending written notice to the
WESTERN SURETY COMPANY By		
By		Principal
Paul T. Brudiat, Vice President ACKNOWLEDGMENT OF PRINCIPAL THE STATE OF TEXAS County of	W	ESTERN SURETY COMPANY
ACKNOWLEDGMENT OF PRINCIPAL THE STATE OF TEXAS County of	Ву	Paul T. Brudat, Vice President
THE STATE OF TEXAS County of	ACKNOWI EDGMENT OF	
Before me, The HUNDRADLE John Fostel on this day, personally appeared im M. JUNAAA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office at Texas, this day of day of, 2015 Undical District Out, Texas, 2015 Undical District County, Texas	$\sim$	· · · ·
<u>kim M. Junan</u> , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office at <u>1000000000000000000000000000000000000</u>		
consideration therein expressed. Given under my hand and seal of office at	Lim M. Junaan, known to m	e to be the person whose name is subscribed to
SEAL SEAL	consideration therein expressed.	The Poundal -
		- Charles , 10Ads,
Form 862-A-11-2014	SEAL	271st Judicial District County, Texas
	Form 862-A-11-2014	

#### OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

	J.	solemnly swear (or affirm) that I will faithfully
	I,, de execute the duties of the office of,	soleminy swear (or annin) that I will faithfully
:	of the State of Texas, and will to the best of my ability pres	serve, protect, and defend the Constitution and
	laws of the United States and of this State; and I furtherm	
	directly nor indirectly paid, offered, or promised to pay, cont	
	or valuable thing, or promised any public office or employme	
- <sup>-</sup> .	vote at the election at which I was elected; and I furthermore	
	directly or indirectly, interested in any contract with or clai	
	claims as are expressly authorized by law and except such w help me God.	arrants as may issue to me as iees of onice. So
	-	gned
	,	54 C
	Sworn to and subscribed before me at	, Texas, this day
	of,	
	-	· · · · · · · · · · · · · · · · · · ·
	SEAL	County, Texas
	OATH OF OFFI (General)	
	I, <u>Aim M Vungan</u>	, do polemnly swear (or affirm) that I will
	faithfully execute the duties of the office of	County Auditor,
	of the State of Texas, and will to the best of my ability pres	- · · · · · · · · · · · · · · · · · · ·
	laws of the United States and of this State; and I furtherm directly nor indirectly paid, offered, or promised to pay, cont	
	or valuable thing, or promised any public office or employme	
	vote at the election at which I was elected. So help me God.	
	-	gned him Durgan
		gnea
	Sworn to, and subscribed before me at	y, Texas, this day
	of OF COURT _2015	All Incl
	-	
	SEAL E	271st Judicial Listic County, Texas
	SEAL	County, resas
	E Charles and a charles and a charles and a charles a ch	
	THE STATE OF TELES	and the second
	County of	
	The foregoing hand of	
	The foregoing bond of KIM	as County and State of Texas,
	this day approach in open Commissioner's Court.	
:: :	acceptec	Dataharing
	ATTEST:	Date OCIMU 2015
	Lance Kobenson Clerk	Atchell A generate County Judge,
		Q l
	County Court <u>Aack</u> County	County, Texas
	$\mathcal{O}$	$\mathcal{O}$
	THE STATE OF TEXAS	
	County of Sack	
	(1) $(1)$ $(2)$	
	I, Jance Robinson	, County Clerk, in and for said County, do
	hereby certify that the foregoing Bond dated the4th	_ day of Deptember_, 2015,
	with its certificates of authentication, was filed for record in n	hy office the day of k A.M., and duly recorded the
	day of October, 2015, at 11:50	o'clock A M., in the Records of Official Bonds
	of said County in Volume, on page	*
,		1. Original and a filling the state
	WITNESS my hand and the seal of the County Court of sa	
1	, iesas, me day and year las	
l		Junie Roundon Clerk
	By Deputy @	ounty Court Lack County
		State of the second

Page 2 of 4

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I, \_\_\_

# In the name and by the authority of THE STATE OF TEXAS

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

OCT 1 2 2015

### OATH OF OFFICE

KIM DUNGAN

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of

#### JACK COUNTY ASSISTANT AUDITOR

of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

SWORN TO and subscribed before me by affiant on this 2ng \_\_\_\_ day of Ortuber .20 /5



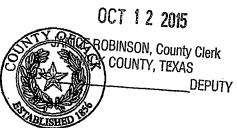
The Honorable John Fostel Judge, 271<sup>st</sup> Judicial District State of Texas

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#### **APPOINTMENT OF COUNTY AUDITOR**

The State of Texas

COUNTY OF JACK



It appearing that the present term of office as County Auditor of Jack County, Texas, has been vacated due to the former County Auditor's retirement, and that the appointment of an Auditor for the ensuing two-year term will now be necessary, and,

It appearing that Lisa Perry is qualified to perform the duties of that office, and a proper person for the office, she is hereby appointed for a two-year term beginning on the 1<sup>st</sup> day of October, 2015, and terminating on the 30<sup>th</sup> day of September, 2017.

It further appearing that the duties of the office County Auditor reasonably requires the appointment of an Assistant Auditor; and that Kim Dungan is qualified for such appointment, she is hereby appointed Assistant Auditor of Jack County for the said two years, unless terminated prior to the expiration of said two-year period by the said District Judge, or by the County Auditor, or by her own resignation.

2nd day of October Signed this the \_\_ \_, 2015, but effective October 1, 2015.



The Honorable John Fostel Judge, 271<sup>st</sup> Judicial District State of Texas

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## SCANNED

## ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

THE STATE OF TEXAS

COUNTY OF JACK

OCT 1 2 2015 JANICE ROBINSON, County Clerk OPACK COUNTY, TEXAS DEPUTY

Pursuant to Texas Local Government Code Sections 152.031, 152.032, and 152.905, I, John Fostel, District Judge of the 271<sup>st</sup> Judicial District of Texas, do hereby order the salaries of the Auditor and the Assistant Auditor of Jack County set at an amount equal to their current salaries plus any longevity, cost of living, and/or other raise amounts for personnel approved by the Commissioners Court of Jack County, Texas, for the fiscal year of 2015-2016.

This order shall be recorded in the minutes of the 271<sup>st</sup> District Court of Jack County, Texas, and a certified copy of same shall be delivered to the Honorable Commissioners Court of Jack County, Texas, for observance, and shall be recorded in the minutes of the Commissioners Court of Jack County, Texas.

Said salary is to commence on October 1, 2015.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_ , 2015, but effective October 1, 2015.



The Honorable John Fostel Judge, 271<sup>st</sup> Judicial District State of Texas

			·				
10/02/15			JACK COUNTY				PAGE 1
TIME:08:28 AM	ADOPTED BUDGET FY16				PREPARER:0003		
Account Number	т	Org Budget	Org Budget	Actual Exper	Org Budget	Actual Exper	Adopted Budget
and Title	C	YEAR - 2013	YEAR - 2014	YEAR - 2014	YEAR - 2015	YEAR - 2015	YEAR - 2016
REPORTING FUND: 0090 GENERAL FUND					• • • - • • • • • • • • • • • • • • • •		
0408 COUNTY AUDITOR'S OFFICE							
0101 COUNTY AUDITOR SALARY - PERRY	E E	0.00	0.00	0.00	0.00	1,568.38	42,817.00
0102 JACK COUNTY AUDITOR SALARY-RHOADES		38,836.00	40,778.00	43,475.48	40,778.00	39,704.36	0.00
0105 ASSISTANT AUDITOR-DUNGAN	Ε	28,205.00	29,615.00	30,055.04	29,615.00	27,836.96	31,096.00
0180 LONGEVITY PAY	Е	1,580.00	1,640.00	0.00	1,700.00	0.00	620.00
COUNTY AUDITOR SALARY TOTAL		68,621.00	72,033.00	73,530,52	72,093.00	69,109.70	74,533.00
0201 SOCIAL SECURITY	Е	5,250.00	5,511.00	5,465.21	5,515.00	5,050.16	5,702.00
0202 MEDICAL INSURANCE	E	19,052.00	19,658.00	19,658.40	20,413.00	17,850.76	21,513.00
0203 RETIREMENT	Е	7,082.00	9,055.00	8,745.94	8,363.00	8,217.09	8,377.00
0204 UNEMPLOYMENT	Е	0.00	0.00	0.00	0.00	0.00	0.00
0205 WORKER'S COMPENSATION	Е	0.00	0.00	0.00	0.00	0.00	0.00
0206 TRAVEL	Ε	0.00	0.00	0.00	0.00	0.00	0.00
0207 SCHOOL/CONFERENCE	Е	2,500.00	2,500.00	501.40	2,500.00	720.00	2,500.00
0208 MISCELLANEOUS TRAVEL & MEALS	Е	500.00	400.00	134.40	400.00	343.20	400.00
COUNTY AUDITOR FRINGE TOTAL		34,384.00	37,124.00	34,505.35	37,191.00	32,181.21	38,492.00
0301 BONDS OF OFFICE	E	225.00	225.00	50.00	225.00	227.50	225.00
0307 MISCELLANEOUS	Е	0.00	0.00	0.00	0.00	0.00	0.00
COUNTY AUDITOR PROFESSIONAL TOTAL		225.00	225.00	50.00	225.00	227.50	225.00
0404 DUES	E	190.00	225.00	220.00	225.00	235.00	225.00
TOTAL ADMINISTRATIVE .		190.00	225.00	220.00	225.00	235.00	225.00
0604 TELEPHONE	Е	2,000.00	2,000.00	2,003.63	2,000.00	1,658.29	2,000.00
COUNTY AUDITOR UTILITY TOTAL		2,000.00	2,000.00	2,003.63	2,000.00	1,658.29	2,000.00
0702 SERVICE AGREEMENTS	Ε	10,446.00	10,446.00	9,804.00	10,446.00	7,569.00	10,500.00
0703 FURNITURE/EQUIPMENT REPAIR	E	0.00	0.00	2.40	0.00	0.00	0.00
0705 BUILDING REPAIR	Е	0.00	0.00	0.00	0.00	0.00	0.00
CO. AUDITOR REPAIR/MAINT. TOTAL		10,446.00	10,446.00	9,806.40	10,446.00	7,569.00	10,500.00
0803 FURNITURE/EQUIPMENT	Ε	1,000.00	1,000.00	1,710.95	1,000.00	0.00	1,000.00
0804 COMPUTERS	Ε	1,000.00	1,000.00	0.00	1,000.00	2,550.08	1,000.00
CO. AUDITOR EQUIPMENT TOTAL		2,000.00	2,000.00	1,710.95	2,000.00	2,550.08	2,000.00
0901 OPERATING SUPPLIES	Έ	8,000.00	8,000.00	6,001.36	8,000.00	5,813.33	8,000.00
0915 POSTAGE	Ε	400.00	400.00	178.38	400.00	167.54	400.00
COUNTY AUDITOR OPERATING TOTAL		8,400.00	8,400.00	6,179.74	8,400.00	5,980.87	8,400.00
COUNTY AUDITOR'S OFFICE	-	126,266.00	132,453.00	128,006.59	132,580.00	119,511.65	136,375.00

## FILED FOR RECORD

\_O'CLOCK\_\_\_\_M.

OCT 1 2 2015

JANICE ROBINSON, County Clerk JACK COUNTY, TEXAS

DEPUTY

Defolur 2, 2015

Date

The Honorable John Fostel Judge, 271<sup>st</sup> addicial District State of Texas



FILED FOR RECORD

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M.

OCT 1 2 2015

#### COUNTY OF JACK ANICE ROBINSON, COUNTY Clerk JACK COUNTY, TEXAS DEPUTY STATE OF TEXAS

#### **RESOLUTION ON COMMISSIONERS COURT BUDGETARY RESPONSIBILITY**

**WHEREAS**, the Texas Constitution was carefully drafted to divide governmental powers between the legislative, executive, and judicial branches;

**WHEREAS**, the Commissioners Court is constitutionally and statutorily charged with the responsibility to determine the county budget and the funding necessary for county departments;

**WHEREAS**, Texas statutes, including the Texas Local Government Code and the Texas Government Code, provide an orderly process for the creation and compensation of county employees, including judicial department positions;

**WHEREAS**, Senate Bill 1913 (codified as Section 75.401, Government Code) maintains the proper constitutional separation of powers, securing necessary staff for the judiciary while preserving the authority of the Commissioners Court to determine the creation and compensation of county positions through the budget;

**WHEREAS**, the Commissioners Court of Galveston County has properly implemented the provisions of S.B. 1913 in the county budget;

**WHEREAS**, certain members of the judiciary have refused to acknowledge the constitutional responsibility of the Commissioners Court and continue to litigate this matter;

**NOW, THEREFORE**, be it Resolved that the County Judges and Commissioners Association of Texas does hereby urge that all parties recognize the proper budgetary responsibility of the Commissioners Court to determine the creation and compensation of county positions and implement the provisions of S.B. 1913 without further delay or litigation.

**IN WITNESS WHEREOF**, I have hereunto set my hand this13th day of April, two thousand fifteen, and of the Independence of the United States of America the two hundred and thirty-ninth.

PASSED AND APPROVED this 12th day of October, 2015.

**COUNTY OF JACK** By: Mitchell G. Davenport, Brian Keth Umpress, County Judge of Jack County, Texas Equnty Commissioner, Prct. 1, Jack County

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

Terry Ward,

County Commissioner, Prct. 4, Jack County

ATTEST:

obust

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



County Commissioner, Prct. 3, Jack County

James L. Cozart,

## FILED FOR RECORD

#### \_\_0'CLOCK\_\_\_\_M.

DEPUTY

#### OCT 1 2 2015

## STATE OF TEXAS§COUNTY OF JACK§

JANICE ROBINSON, County Clerk JACK COUNTY, TEXAS

## ORDER RESTRICTING OUTDOOR BURNING

**WHEREAS**, the Texas Forest Service has determined that drought conditions exist within the County;

**WHEREAS**, the Commissioners Court has also determined that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

**IT IS HEREBY ORDERED** by the Commissioners' Court of Jack County that all outdoor burning in Jack County for 90 days from the date of adoption of this order, is prohibited unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or this Court.

This Order is adopted pursuant to V.T.C.A. Local Government Code §352.081 and other applicable statutes.

This Order does not prohibit outdoor burning activities:

(1) related to public health and safety that are authorized by the Texas Natural Resource Conservation Commission for:

(A) firefighter training;

(B) public utility, natural gas pipeline, or mining operations; or

(C) planting or harvesting of agriculture crops; or

(2) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

Fort Richardson State Historical Park is granted an exemption from this order on the following conditions:

- (1) All bonfires are prohibited;
- (2) All campfires are prohibited except those in contained in metal fire rings and none are permitted if winds are or are predicted at 20 mph or greater or relative humidity is less than 30%.
- (3) No fire allowed under this exemption shall be left unattended;

(4) Any fire allowed under this exemption shall be attended with appropriate fire safety equipment such as a shovel and water hose or bucket;

(5) Charcoal fires will be allowed in fire rings or metal cook boxes; and,

(6) Charcoal used in said fires shall be of the type which is manufactured to contain sufficient lighting fluid to ignite the charcoal.

Welding is allowed by commercial/professional welders under the following guidelines only:

(1) A spotter is required for each welder, each cutter, each grinder, and for any activity that causes or may cause a spark.

(2) A perimeter around the welding area shall be established of a radius of 25 feet and clear of vegetation, if possible, and kept wet. The welding perimeter must be three times the height of the actual welding. Example: if the welding is occurring ten feet off the ground, a perimeter of thirty (30) feet radium must be protected.

(3) A minimum of 100 gallons of water must be available on site.

(4) A minimum of one (1) water pressure fire extinguisher per spotter is required.

(5) If the perimeter cannot be cleared of vegetation, proper precautionary measures must be taken (Example: protecting brush, etc, by utilizing fire resistant tarps).

(6) Welding in an enclosed area or underground is acceptable.

(7) No welding is permitted if winds are 20 mph or greater or relative humidity is less than 30%.

(8) Welder or Company conducting welding operations must prior to activities file with the Jack County Sheriff's Office proof of effective liability insurance or be bonded in an amount of at least \$300,000.

(9) Prior to ANY welding activity a phone call shall be placed by the welder or company conducting welding operations to the Jack County Sheriff's department relaying the location of the project, cell phone for contact person, name of party responsible, and name of welder.

In accordance with V.T.C.A. Local Government Code §240.906(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

The County Judge may rescind this Order upon a determination that the circumstances that required the Order no longer exist

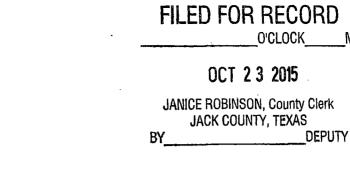
ADOPTED this 12th day of October, 2015.

JACK COUNTY Bvø Mitchell G. Davenport, County Judge

Attest: 11

Janice C. Robinson, Jack County Clerk





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#### Memorandum -- County Judge's Office

Date: 23 October, 2015

**To:** County and District Clerks, Juvenile, and Law Enforcement Agencies in Jack County

**From:** Mitchell G. Davenport, County Judge

County of lac

**Re:** Relocation of Juvenile Office and Revision of Standing Order

As many of you are aware the County is doing certain repair and maintenance in the courthouse offices. Some offices are relocated and then returned after that office facility is finished.

A couple of weeks ago in that regard, the Commissioners Court has relocated the Juvenile Probation Office from Room 103 in the basement to Room 304 (Nathan's old office). This will not be a temporary relocation. This will place all probation activities in the same area of the building and will no doubt facilitate services.

Appropriate measures are being taken to adjust appropriate security systems in place.

I have signed a revised Standing Order on locations designated for juvenile detention or interrogation. The Clerks are directed to keep a copy of the attached order on permanent display in their offices.

Thank you for your cooperation in this. Let me know if you have any questions.

MGD

#### FILED FUR RECORD O'CLOCK

### OCT 2 3 2015

DEPUTY

#### DISTRICT COURT OF JACK COUNTY, TEXAS

JANICE ROBINSON, County Clerk JACK COUNTY, TEXAS BY

WHEREAS, the County Court of Jack County, Texas, has been designated to act as a Court in juvenile proceedings in Jack County, Texas;

WHEREAS, the County Court is empowered under Section 52.025 of the Texas Family Code to designate a place or facility where juveniles may be taken for detention and/or interrogations;

**THEREFORE**, the Court does, upon its own motion, order that juveniles taken into custody under the provisions of the Texas Family Code shall for the purposes of detention and interrogation be taken to:

A. the following offices located in the Jack County Courthouse, Jacksboro, Jack County, Texas:

(1) Rooms 205, 207, 302, 304, 307, 309, and 311 of the County Courthouse; (2) Training Room at the Jack County Law Enforcement Center:

B. the following offices located in the Offices of the City of Jacksboro in Jacksboro, Texas:

(1) Police Chief's Office, City Police Station;

(2) Patrol Watch Office, City Police Station;

(3) Municipal Judge's Office, City Hall; and,

C. the offices of the Principal or Assistant Principal, if any, located at the respective public school facilities whether Elementary, Junior High, or High School located in Jacksboro, Bryson, or Perrin, Texas.

Signed this the 22<sup>nd</sup> day of October, 2015. Mitchell & Davenport

Judge Presiding