

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

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

Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday the 28th day of March, 2016 at 10:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

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

MAR 24 2016

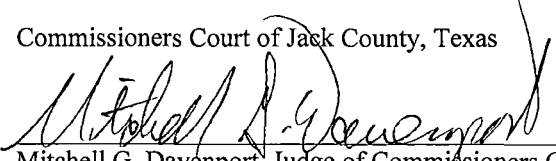
JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meetings of March 14, 2016;
 - (b) Review and Acceptance of Treasurer's and Auditor's Monthly Reports for period ending February 29, 2016;
4. **Timed Agenda: 10:00**
 - (a) Receive Annual Audit Report on FY15 prepared by Rylander, Clay & Optiz, LLP of Fort Worth, Texas;
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2016 details, if any;
7. Update on status of County activities, if any, under the CTIF Grant and FEMA Flood Grant;
8. Reports, if any, by other Department Heads;
9. Update on plan for installation of Grant-Paid Repeater – County Judge;
10. Review of Budget FY16 status and performance;
11. Declaration of Emergency and Amendment(s), if needed, of Budget FY16;
12. Review of TAC Risk Management Pool Property Renewal Quote and approval of renewal;
13. Review/Acceptance of Resignation of Justice of the Peace J. Nolan Dunlap and County Clerk Janice C. Robinson, review of process of filling vacancy, appointment of Interim Official;
14. Review/Approval of Maintenance Agreement on Elevator and Chair Lift with Otis Elevator and to provide the Annual No Load Safety Testing and the QEI Inspection for both items;
15. Presentation of Annual Report on activities of the Jack County Historical Commission – Chairman Jess Elmore;
16. FUTURE AGENDA ITEMS; AND;
17. ADJOURNMENT.

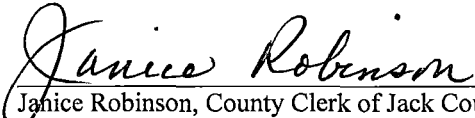
Dated this the 24th day of March, 2016

Commissioners Court of Jack County, Texas


Mitchell G. Davenport, Judge of Commissioners Court

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 24th day of March, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 24th day of March, 2016, at 9:15 am.


Janice Robinson, County Clerk of Jack County, Texas



MINUTES

On this the 28th day of March, 2016 the Commissioners Court of Jack County, Texas met in Regular session at 10:17 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

FILED FOR RECORD

_____ O'CLOCK _____ M.

APR 11 2016

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

PUBLIC FORUM

There were a number of members of the public present. Holly Firestone from the Justice of the Peace (JP) office voiced her concerns about the appointment of a successor JP since Judge Dunlap recently resigned. She would like the Court to know they are behind in Court Hearings and paperwork since Judge Mahler, the temporary visiting judge, is only handling necessary court items. She feels the interim JP needs to be someone who is willing to give their full attention to the office and its needs.

PAYMENT OF ACCOUNTS AND CLAIMS

All accounts and claims were submitted to the Court for approval. Those submitted were approved and entered into the computer of the County Treasurer.

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

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meeting of March 14, 2016;
- (b) Review and Acceptance of Treasurer's and Auditor's Monthly Reports for period ending February 29, 2016;

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

TIMED AGENDA

- (a) Receive Annual Audit Report on FY15 prepared by Rylander, Clay & Opitz LLP of Fort Worth, Texas – Robert Simpson;

Robert Simpson reviewed the results provided by his company of the Jack County Audit for FY15 with the Court.

Commissioner Ward made a motion to adopt the Annual Audit Report for FY15. Commissioner Cozart seconded and the motion carried unanimously.

PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations;

Commissioner Ward stated that the cement for the new bridge on Red Road should be poured this week. There is a detour for people traveling on this road.

Commissioner Umphress has arranged for a class by TxDot on road repair May 2 – 5, 2016. They will have some classroom work and then Red Road will be closed for approximately three (3) days for a complete resurface job as a hands-on class.

COURTHOUSE REPAIR PROJECT 2016

Update on Courthouse Repair Project 2016 details, if any;

Danny Nash will be ordering additional chairs for the Assembly Room.

CTIF GRANT

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

Treasurer Kim Gibby is ready to submit the latest FEMA Flood Grant billing statement for Precincts 1 and 4.

DEPARTMENT HEAD REPORT

Reports, if any, by Department Heads;

Nothing new to report.

GRANT– PAID RADIO REPEATER

Update on plan for installation for Grant-Paid Radio Repeater – County Judge;

Judge Davenport had to re-submit the paperwork. He thinks the reimbursement check is in the mail.

12:12 PM - RECESS FOR LUNCH

1:18 PM RESUME COURT

REVIEW OF BUDGET FY16

Review of Budget FY16 status and performance;

Commissioner Cozart made a motion to TABLE this item. Judge Davenport seconded and the motion carried unanimously.

DECLARATION OF EMERGENCY AND AMENDMENT(S) - BUDGET FY16

Declaration of Emergency and Amendment(s), if needed, of Budget FY16;

Commissioner Cozart made a motion to TABLE this item. Judge Davenport seconded and the motion carried unanimously.

TAC RISK MANAGEMENT POOL

Review of TAC Risk Management Pool Property Renewal Quote and approval of renewal;

Commissioner Cozart made a motion to approve this renewal at the rates quoted. Commissioner Brock seconded and the motion carried unanimously.

REVIEW/ACCEPTANCE OF RESIGNATIONS

Review/Acceptance of Resignation of Justice of the Peace J. Nolan Dunlap and County Clerk Janice C. Robinson, review of process of filling vacancy, appointment of Interim Official;

Commissioner Cozart made a motion to accept these resignations. Commissioner Ward seconded and the motion carried unanimously.

MAINTENANCE AGREEMENT ON ELEVATOR AND CHAIR LIFT

Review/Approval of Maintenance Agreement on Elevator and Chair Lift with Otis Elevator and to provide the Annual No Load Safety Testing and the QEI Inspection for both items;

Commissioner Umphress made a motion to approve this agreement with one exception. Danny Nash will provide maintenance only for the Chair Lift. Judge Davenport seconded and the motion carried unanimously.

JACK COUNTY HISTORICAL COMMISSION ANNUAL REPORT

Presentation of Annual Report on activities of the Jack County Historical Commission – Chairman Jess Elmore;


Jess Elmore made a presentation to the Court. He reminded that there are nine (9) volunteer members on the Historical Commission at this time. Susan Elmore and Frances Easter, Historical Commission members were present also. Jess asked the Court to consider at a later date that any excess funds made in the fundraiser be donated to the Jack County Museum. Jess reported that Susan and Frances attended a Grant Writing class to assist the Commission in get funds through grants. The Commission donated a print of an old Jack County Courthouse built in 1885 to be hung in the Courthouse as renovations are completed. Grants become available through the Summerly Foundation and Priddy Foundation at various times. June 4, 2016 is the Pioneer Day fundraiser.

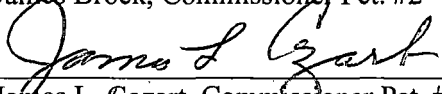
Commissioner Cozart made a motion to accept and approve this annual report. Commissioner Umphress seconded and the motion carried unanimously.

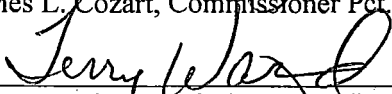
ADJOURNMENT

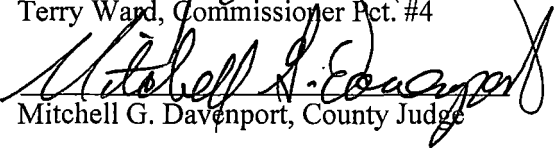
There being no further business motion was made by Commissioner Cozart to adjourn and seconded by Commissioner Brock. The motion carried unanimously.
Meeting was adjourned at 1:58 p.m.


Keith Umphress, Commissioner Pct. #1


James Brock, Commissioner Pct. #2



James L. Cozart, Commissioner Pct. #3


Terry Ward, Commissioner Pct. #4


Mitchell G. Davenport, County Judge

ATTEST:


Janice Robinson, County Clerk

by 
Deputy





Western Surety Company

FILED FOR RECORD
O'CLOCK
MAR 28 2016
JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTY

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 68710469 briefly
described as DEPUTY SHERIFF COUNTY OF JACK
for JOHNNY MICHAEL THOMPSON
_____, as Principal,
in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning
March 24, 2016, and ending March 24, 2017, subject to all
the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company
under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed
the total sum above written.

Dated this 03 day of December, 2015.

WESTERN SURETY COMPANY

By

Paul T. Bruhat

Paul T. Bruhat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DEPUTY SHERIFF COUNTY OF JACK

bond with bond number 68710469

for JOHNNY MICHAEL THOMPSON

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President Paul T. Bruflat with the corporate seal affixed this 03 day of December, 2015.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

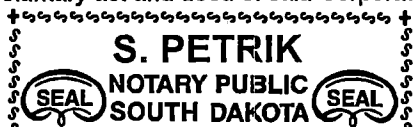
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 03 day of December, 2015, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to
be the voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public



FILED FOR RECORD

_____ O'CLOCK _____ M.

MAR 28 2016

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Janice Robinson
1927 State Highway 59
Jacksboro, Texas 76458
940-567-5015
janmcanear@hotmail.com

February 18, 2016

Judge Mitchell Davenport and
Commissioners Court
Jack County Courthouse
100 N. Main Street, Suite 206
Jacksboro, Texas 76458

Judge Davenport and Commissioners:

First of all please let me thank each of you for your faith and trust in appointing me as the Jack County Clerk in March 2012. Your continued support of this office is very much appreciated. When I decided to make this change it was with great anticipation and excitement I took on this challenge and I have never looked back. This office has accomplished new goals and excelled in many areas the past four years.

With the recent decline in the oil field industry and our office operating at a much slower pace, it is time to retire. Giving you notice now will allow for sufficient time to find a qualified replacement and hopefully time for me to do some training. My goal is to make this transition as smooth and seamless as possible.

I will be retiring on March 31, 2016. I have lots of projects I want to do at home and spend more time with family here in Texas as well as Chuck's family in Iowa and Minnesota.

Respectfully,


Janice Robinson

FILED FOR RECORD

____ O'CLOCK ____ M

MAY 04 2016

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

March 14, 2016

Judge Mitchell Davenport, Esq.
Commissioners of Jack County
Jack County Courthouse
Jacksboro, Texas 76458

Gentlemen:

In spite of my determination and diligent effort to improve physically so that I might return to my duties as Jack County Justice of the Peace, I feel that in all fairness that I must submit my resignation at this time due to continuing serious health problems, to be effective March 31, 2016. I am enclosing a check to reimburse the County for all salary paid to me during 2016. I appreciate that the salary was continued as an elected official, but I will feel better returning the funds past December 2015

It has been an honor and privilege to serve the citizens of Jack County in this capacity. The support of the staff, the County Judge and Commissioners, and the wonderful people of Jack County, have been invaluable in making the job one I can honestly say has been a joy. My deepest thanks to each of you

I wish the very best to whomever is appointed to serve the remainder of my elected term. I will support and offer assistance in any capacity to make the transition as easy as possible for all concerned. Justice, fairness, honesty, and an adherence to the letter of the law has been my goal during the years of service, and I know this will continue.

I shall miss each person in the courthouse and wish the very best to each one. I am deeply grateful to each person who has voted for me in each election and I thank you for the trust you placed in me.

Humbly and gratefully,



J. Nolan Dunlap

MAR 20 2010

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY DEPUTY

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

James Cozart
Jack County Commissioner

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

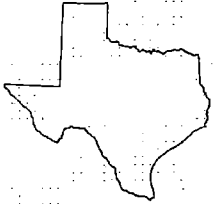
2015



Richard Cortese, Chairman
Commissioners Education Committee



Terry Simpson, President
County Judges and Commissioners
Association of Texas



TEXAS ASSOCIATION OF WATERSHED SPONSORS

Building Today...Protecting Tomorrow

Officers:

Jerry Henderson, President
Jack SWCD #549
646 Shown Road
Jacksboro, Texas 76458

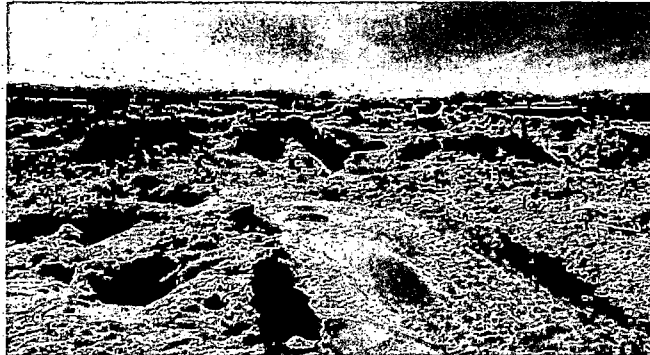
Tom Goode, Vice-President
Wise County
P.O. Box 899
Decatur, TX 76234

Tina Hendon, Secretary/Treasurer
Tarrant Regional Water District
800 East Northside Drive
Ft. Worth, TX 76102

Steering Committee:

Darrel Andrews
Claudia Atlas
Rooter Brite
Jim Clarno
Roy D Dean
Tom Goode
Tom Hammer
Johnie Halliburton
Virgil Helm
Jerry Henderson
Tina Hendon
Tommy Mitchell
Jule Richmond
Calvin Sanders
Bobby Wilson

*Photo courtesy TSSWCB: Damage caused
to the auxiliary spillway of Richland Creek
Site 31 in Navarro County in October 2015.*



2016 Spring Meeting

The 2016 Spring Meeting of TAWS will be held at a new location this year. We will meet at the **Inn on Barons Creek** in Fredericksburg at 9:00 am on Monday, March 28th. Speakers from the **Texas State Soil and Water Conservation Board**; the **UDSA-Natural Resource Conservation Service**; the **Texas Commission on Environmental Quality**; and the **National Watershed Coalition** will update us on **State funding** for dam operation, maintenance and repair; **Federal funding** for the watershed program, **State regulations and the upcoming events**. A special session will be presented on impacts of the **2015 flood events**.

There is NO COST to attend and lunch will be provided.

For More Information, contact:

Tina Hendon, Secretary/Treasurer
Phone: 817.720.4447
Email: tina.hendon@trwd.com

*Visit the TAWS web site at www.texaswatersheds.org
for more information on news and happenings!*

TEXAS ASSOCIATION OF WATERSHED SPONSORS

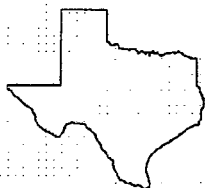
Spring Meeting

Inn on Barons Creek, Fredericksburg, Texas

March 28, 2016

Meet and Greet (<i>Sponsored by Moir Watershed Services</i>)	8:30 am
Welcome, introductions and call to order – Jerry Henderson	9:00 am
Secretary/Treasurers Report – Tina Hendon	
Texas Issues	9:15 am
<ul style="list-style-type: none">TSSWCB perspective and update – Rex Isom and staffTCEQ perspective and update – Warren Samuelson	
National Issues	9:45 am
<ul style="list-style-type: none">Texas NRCS – Salvador Salinas and staffNational Watershed Coalition – Dan Sebert	
TSSWCB Exceptional Item - Jim Clarno, <i>Lower Brushy Creek WCID</i> and Todd Kercheval, <i>Todd Kercheval Consulting</i>	10:15 am
NRCS Emergency Watershed Protection Program - John Mueller, <i>NRCS</i>	10:30 am
<i>Break</i>	<i>10:45 am</i>
Impacts of 2015 Flooding	11:00 am
<ul style="list-style-type: none">Navarro County dams - Bobby Wilson, <i>Navarro SWCD</i>Upper Brushy Creek #23 - Ruth Haberman, <i>Upper Brushy Creek WCID</i> and Jarred Thomas, <i>Williamson County Emergency Mgmt</i>Mountain Creek Dam #10 - Virgil Helms, <i>Dalworth SWCD</i> and Lee Munz, <i>TSSWCB</i>	
<i>Lunch (sponsored by Tarrant Regional Water District)</i>	<i>noon</i>
Damwatch – Todd Marek, <i>NRCS</i>	1:00 pm
Recent Dam Rehabilitation Experiences in Central Texas – Dustin Mortensen, <i>Freese and Nichols, Inc.</i>	1:20 pm
Announcements	
Adjourn	2:00 pm

Notes: _____



Texas Association of Watershed Sponsors

2016 Membership Application

The Texas Association of Watershed Sponsors (TAWS) has four membership categories:

SPONSORING ORGANIZATIONS (SWCDs, WCIDs, Cities, Counties and other political subdivisions of the State of Texas who have entered into long-term O&M Agreements with USDA- NRCS)

SPONSORING MEMBERS (elected and appointed representatives of Sponsoring Organizations)

ASSOCIATE FIRMS (consulting engineering firms and others who support the mission of TAWS)

ASSOCIATE MEMBERS (individual consulting engineers and others who support the mission of TAWS)

Please return the completed Membership Application along with your payment for your calendar year 2016 dues. Your support of TAWS will enable the Steering Committee and other members to work toward securing adequate state and federal funding for the Small Watershed Program and to work with TCEQ and NRCS on other issues. TAWS is a member of the National Watershed Coalition and supports the goals of that organization.

Over the years, TAWS has received donation from several Sponsors and others. For those entities who can make a donation in addition to their regular dues, TAWS is appreciative and will recognize them at future meetings.

TEXAS ASSOCIATION OF WATERSHED SPONSORS 2016 MEMBERSHIP APPLICATION

NAME/TITLE	_____
ORGANIZATION	_____
ADDRESS	_____
CITY	_____
STATE	_____ ZIP CODE _____
PHONE NUMBER	_____
E-MAIL ADDRESS	_____

MEMBERSHIP CATEGORY

Sponsoring Organizations (Recommended)	_____	(\$250.00)
Sponsoring Member (Individual)	_____	(\$ 25.00)
Associate Member Firms (Recommended)	_____	(\$250.00)
Associate Members (Individual)	_____	(\$ 25.00)

DONATION to support TAWS	_____
TOTAL PAYMENT	_____

Please make your check payable to TAWS and mail it to Tina Hendon, Secretary/Treasurer, at the following address:

Tina Hendon
P.O. BOX 192
Midlothian, Texas 76065
Office: 817-720-4447
Email: tina.hendon@trwd.com

From: Amy Hammons <Amy.Hammons@thc.state.tx.us>
Sent: Tuesday, February 09, 2016 4:27 PM
To: Jack CHC
Cc: History Gen Correspondence
Subject: 2015 Jack CHC Report Attached
Attachments: 2015_Jack_CHC_Report_SM.pdf

FILED FOR RECORD

_____ O'CLOCK _____ M.

MAR 28 2016

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Thank you for completing your 2015 CHC Annual Report!

This report documents your CHC's service to the county and the State of Texas. Please let your appointees know how much we value their dedication. If you have not already, be sure to present this information to your county commissioners court, so that they realize how much your CHC has accomplished for your county.

A copy of your report is attached for your reference. This completed report is a public record of your 2015 year of service. I read each report and use the information to improve the service and guidance we offer to you and other CHCs across the state. Texas Historical Commission (THC) staff will use the information when considering educational needs and opportunities for the coming year.

Many thanks for your time and effort!

--Amy

Amy Hammons
CHC Outreach Coordinator
History Programs Division
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711
512/475-2692
www.thc.state.tx.us



TEXAS HISTORICAL COMMISSION
real places telling real stories

#44

COMPLETE



Collector: Web Link 1 (Web Link)
Started: Thursday, January 14, 2016 1:17:49 PM
Last Modified: Wednesday, February 03, 2016 8:45:02 AM
Time Spent: Over a week
IP Address: 184.5.73.238

PAGE 2: General Information

Q1: Please enter the name of your county.

Jack

Q2: Enter your primary CHC contact below as requested. List a co-chair if one exists; please do not list vice-presidents as co-chairs.

Name of 2015 CHC chair

Jess Elmore

Name of 2015 CHC co-chair (if there are 2 chairs)

Frances Easter

Name of 2016 CHC chair--comment if new chair not selected to date

Jess Elmore

Name of 2016 CHC co-chair (if there are 2 chairs)

Frances Easter

Q3: Enter information if you have an official space, room, or building; please DO NOT ENTER a personal address or phone number.

Address of CHC office

Jack County Courthouse; Room 302

Q4: We will direct inquiries about reporting answers to the person who fills out this report unless you direct us otherwise. Enter contact information as requested--name, email address, and phone number.

Contact info for person filling out report

Jess Elmore, elmorejs@gmail.com, 817-994-9235

PAGE 3: CHC Volunteer Hours

Q5: How many volunteer hours were contributed to CHC meetings, projects, and programs in 2015? Please enter numbers only for your answer; do not use punctuation, symbols or text. If you do not keep track of hours, enter an approximate number of hours. Enter the number "0" if your CHC is inactive.

Volunteer hours

177

Q6: Provide the number of individuals who served as CHC appointees in 2015. Please enter numbers only for your answer; do not use punctuation, symbols or text; a comma is considered a symbol.

of CHC appointees

9

Q7: Provide any comments/clarifications about the volunteer hours you entered above. Please skip this question if you have no comments/clarifications.

Respondent skipped this question

PAGE 4: CHC Meetings and Appointee Participation

2015 CHC Annual Report

Q8: Indicate the number of full commission meetings your CHC held in 2015. Indicate the number of CHC committee meetings held separate and apart from full commission meetings.Both questions must be answered using numbers only; do not use symbols or text. Enter the number "0" in both boxes, if your CHC was inactive in 2015 (i.e., did not provide services to the county).

CHC full commission meetings in 2015	9
CHC committee meetings in 2015	0

Q9: A majority of appointees must be present at a meeting to constitute a QUORUM. Check the circle next to the percentage that best reflects how often a QUORUM was present for your full commission meetings in 2015. Clicking a circle places a check the circle; clicking again will uncheck the circle.	100% of full commission meetings made quorum
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PAGE 5: CHC Meetings and Appointee Participation (continued)

Q10: Check the percentage that best reflects the number of CHC appointees who have completed Open Meetings training.	100% of our CHC appointees have taken Open Meetings training
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PAGE 6: CHC Financial Information

Q11: Which serves as the repository for CHC money? Check each answer that applies to your CHC.	County treasury
---	-----------------

Q12: Enter the amount of money provided to your CHC next to each line item. Use numbers for the DOLLAR amount; please round down/up to the nearest dollar when necessary. Do not use symbols or text; commas and decimals are considered to be symbols.Each box requires an amount; enter the number "0" if no monies are associated with the line item.

Balance carried over from 2014:	0
Annual county allocation for 2015 (not including money for museums):	2000
County money allotted for museums in 2015:	0
Any other money issued by county during 2015 (one-time amount for a special project, etc.):	0
CHC fundraising proceeds (events, book sales, etc.) during 2015:	163
Grant money provided to CHC in 2015:	0
Partner/nonprofit money donations made in 2015:	0
"Membership" dues (though not recommended, some CHCs do request dues):	0
Any other money amounts for 2015 not already included above; do not include CHC appointee out-of-pocket expenses, which will be requested later in the report:	0

Q13: Provide any clarifications about above amounts; skip question if you have no comments.	Respondent skipped this question
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2015 CHC Annual Report

Q14: If your county employs an individual as a CHC liaison or as some other support position, please let us know if his/her salary comes out of the CHC county allocation or from some other budgetary line item. Also, let us know what responsibilities have been assigned to this individual. This information is frequently requested by CHCs.

Respondent skipped this question

PAGE 7: CHC Financial Information (continued)

Q15: Check each of the IN-KIND DONATIONS that was given to your CHC in 2015 by your COUNTY (county government).IN-KIND donations are goods and/or services provided to your organization at no charge.

- Meeting and/or office space for CHC ,
- Space for archive or records storage ,
- Utilities associated with any spaces mentioned above ,
- Exterior maintenance or heavy equipment ,
- Project/event supplies and/or equipment ,
- Administrative supplies or services--postage, paper, ink, copier, etc. ,
- Assistance from county staff--posting meetings, financial reports, legal consultations, etc. ,
- Professional expertise of county staff (for any subject/need) ,
- Computer hardware or software, Internet access, Web hosting on county website

Q16: Check each of the IN-KIND DONATIONS that was given to your CHC in 2015 by individuals or organizations (other than your COUNTY). Include in-kind donations made by CHC appointees.

- Project/event supplies and/or equipment ,
- Administrative supplies or services--postage, paper, ink, copier, etc. ,
- Computer hardware or software, Internet access, Marketing/graphic design/creative professional services ,
- Professional services of a historian

PAGE 8: CHC Financial Information (continued)

2015 CHC Annual Report

- | | |
|---|---------------------------|
| Q17: Considering the IN-KIND answers checked in the previous questions, check the dollar range that best represents the amount of in-kind services and donations provided to your CHC. | \$5,001 - \$10,000 |
| Q18: Check the dollar range that best represents the amount of out-of-pocket expenses incurred by your CHC appointees in 2015. | \$1,000 - \$2,500 |

PAGE 9: Planning CHC Projects and Programs

- | | |
|---|---|
| Q19: A work plan defines project tasks, participants, time estimates, and a schedule. Check the option that best reflects how often is your CHC work plan updated. | Updated after each CHC meeting |
| Q20: Check each of the parties who participates in your CHC planning process. | CHC chair, CHC officers, CHC appointees,
County judge, County commissioners,
Other county officials, Partner organizations,
City and/or community officials from your county |

PAGE 10: Statewide Preservation Plan for Texas—Goal 1: Survey and Online Inventory

- | | |
|--|--|
| Q21: Check the ONE statement/s that best reflects your county's involvement with survey work. Please reread the survey description above to ensure that you are providing an accurate answer. | No survey—CHC does not keep inventories of historic properties |
| Q22: If you have a historic and cultural resources survey, check the formats that apply to your survey. | <i>Respondent skipped this question</i> |

PAGE 11: Goal 1: Survey and Online Inventory (continued)

- | | |
|---|---|
| Q23: Check the box if your CHC keeps track of the specified information. | <i>Respondent skipped this question</i> |
| Q24: Enter your county name and the names and locations of the ENDANGERED resources in your county—A property is considered endangered if it is under threat of demolition, structurally unstable, in an area of encroachment, etc. Skip this question if your CHC does not keep this information. | <i>Respondent skipped this question</i> |

Q25: Enter your county name and the names and locations of the cultural and historic resources DEMOLISHED in your county in 2015. Skip this question if your CHC doesn't keep this information.

Jack County - The home of LaFayette Wilson, was demolished this year. LaFayette built a large two story home in Jacksboro in 1883 where he lived out the rest of his life. He is buried in Jacksboro. Unfortunately this home has fallen into disrepair. It has been vacant for years with little or no upkeep.

LaFayette was born in 1848 and at the age of 17 hired out as a cowboy to Oliver Loving and Charles Goodnight. In 1867 he was riding point on the famous cattle drive where Oliver Loving lost his life. LaFayette and Charles Goodnight were the first to find "One Armed" Billy Wilson as he was coming back to the cattle herd for help after he and Oliver Loving had been ambushed by Comanche Indians. Billy Wilson was LaFayette's brother!

Also, during the year a fire destroyed one of the downtown businesses which was over 100 years old.

PAGE 12: Goal 1: Survey and Online Inventory (continued)

Q26: Check the work items in which your CHC was actively involved during 2015.

Reviewed applications for historical MARKERS,

Maintain an inventory of subject MARKERS in your county

Periodically assess the condition of subject MARKERS in your county

Provided an inventory of subject MARKERS for public use (brochure, website posting, etc.)

Maintain an inventory of properties that are DESIGNATED by Texas or the Secretary of the Interior as historic (i.e., National Register, Historic Texas Cemetery, Recorded Texas Historic Landmark, or State Archeological Landmark)

Periodically assess the condition of properties DESIGNATED by Texas or the Secretary of the Interior as historic

Maintain an inventory of CEMETERIES in your county

Provided an inventory of CEMETERIES for public use (brochure, website posting, etc.)

Maintain an inventory of CEMETERY ORGANIZATIONS in your county

PAGE 13: Statewide Preservation Plan for Texas—Goal 2: Emphasize Cultural Landscapes

2015 CHC Annual Report

Q27: Check the box next to each work item in which your CHC was actively involved during 2015.	Identified and/or researched historic bridges and/or bridge types in your county
Q28: Check the box next to each work item in which your CHC was actively involved during 2015.	Respondent skipped this question
Q29: Provide a list of the different landscapes that were involved in your 2015 body of work. A sample response to this request would be if Kaufman CHC noted that they pursued funding to maintain and promote interpretation of the Kaufman County Poor Farm.	Respondent skipped this question

PAGE 14: Statewide Preservation Plan for Texas—Goal 3: Implement Policies and Incentives

Q30: How familiar is your CHC with the following topics?

The role a CHC can have in a federal Section 106 review	Not
The Secretary of the Interior's Standards for the Treatment of Historic Properties	Not
The Certified Local Government Program	Not
THC's review authority over publicly-owned historic property	Not

Q31: Have you used the listserv and web information provided to familiarize your CHC about the following topics?

The role a CHC can have in a federal Section 106 review	Have not used information provided by the THC
The Secretary of the Interior's Standards for the Treatment of Historic Properties	Have not used information provided by the THC
The Certified Local Government Program	Have not used information provided by the THC
THC's review authority over publicly-owned historic property	Have not used information provided by the THC

Q32: Check the box next to each of the comments that apply to your CHC's 2015 body of work.	Respondent skipped this question
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PAGE 15: Statewide Preservation Plan for Texas—Goal 3: Implement Policies and Incentives (continued)

Q33: Check the box if the statement applies to your CHC.	Respondent skipped this question
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PAGE 16: Statewide Preservation Plan for Texas—Goal 4: Leverage Economic Development Tools for Preservation

2015 CHC Annual Report

Q34: Check the box for each work item in which your CHC was actively involved in 2015.

Promoted historic and cultural sites to develop and sustain heritage tourism initiatives

Tell us a bit more about your CHC's involvement in the areas you have checked above.
In combination with the Jacksboro Chamber of Commerce, the Jack County Museum and the personnel at Fort Richardson the Jack County Historical Commission promotes the many historical sites within our county.

Q35: List the public entities or private organizations that have provided grants or funding opportunities for your preservation projects. Skip this question if it does not apply to your CHC.

Respondent skipped this question

PAGE 17: Statewide Preservation Plan for Texas—Goal 5: Learn and Experience History through Place

Q36: Check the box for each work item in which your CHC was actively involved in 2015.

Provided educational events/presentations/information on historic preservation and local history to audiences outside your CHC

Provided educational events/presentations/information on historic preservation and local history geared toward youth/schools

Participated in a regional preservation or tourism event (Texas Archeology Month event, Preservation Month event, history conference, cultural heritage festival, etc.)

Supported activities sponsored by one or more of the Texas Heritage Trails regions

Provided tours of other historic buildings and/or sites within the county

CHC appointees volunteered at a historic site that is open to the public at large

Q37: List events in which your CHC was involved that are associated with boxes checked above. Provide details for selected activities in the Project Description section at the end of this report.

Six of our commission members are also board members on the Jack County Museum – as such – there is significant coordination of events. This year these events included “Pioneer Days” in June and “A Cowboy Christmas Gathering” in December. Both events highlighted the history and culture of Jack County attracting large crowds of interested history enthusiasts.

Provided DVD's to Jack County Elementary School (4th Grade) which highlighted additional sites which have been on the Commission's Driving Tour. The DVD included photos of the sites as well as the narration of the events which occurred there.

Attended a Grant Writing and Fund Raising Workshop provided by the Friends of the Texas Historical Commission.

PAGE 18: Statewide Preservation Plan for Texas—Goal 6: Connect Preservation to Related Fields

Q38: Partnering is more than just attending meetings of other organizations. Effective partnerships build a stronger and more diverse preservation community. Check each of the individuals and organizations with which your CHC partnered during 2015.

County officials, City officials, Local businesses,
Educational institutions (school districts, community colleges, universities)
,
Museums,
Tourism organizations / visitors bureau / chambers of commerce / downtown business association

PAGE 19: Goal 6: Connect Preservation to Related Fields (continued)

Q39: Check the boxes that reflect your CHC's role with museums.

CHC appointees volunteer with museum/s,
CHC appointees sit on board of a county museum

Q40: Enter your county name and provide the name and location for each of the museums your CHC operates. Please skip this question if your CHC does not operate museums.

Respondent skipped this question

Q41: When considering your overall workload, check the range that applies to your CHC.

0% of CHC time spent on museum related work

PAGE 20: Statewide Preservation Plan for Texas—Goal 7: Cultivate Political Commitment

2015 CHC Annual Report

Q42: Check each way your CHC officially reported 2015 activities to your county officials.

Presented/will present summary of 2015 accomplishments to commissioners court in late 2015/early 2016

Met with the county judge,

Met with county commissioners,

Submitted CHC meeting minutes,

Submitted a CHC budget, Submitted CHC bylaws,

Provided suggested CHC appointments

PAGE 21: Goal 7: Cultivate Political Commitment (continued)

Q43: Check the elected officials that your CHC regularly invited to events and activities in 2015.

County judge, County commissioners

Q44: Please enter your county name and the names of elected officials who attended one or more of your CHC events in 2015. Skip this question if no elected officials attended your events.

Jack County

Mitchell Davenport - County Judge

Terry Ward - County Commissioner

PAGE 22: Goal 7: Cultivate Political Commitment (continued)

Q45: Check the activities and communications undertaken by your CHC in 2015 in support of Texas history and preservation.

Issued information to the public at large--newsletters, email, press releases, etc.

Submitted articles and/or letters to media outlets,

Worked with preservation nonprofits who advocate for specific projects

Worked with preservation nonprofits who advocate for preservation in general

PAGE 23: Statewide Preservation Plan for Texas—Goal 8: Build Capacity of Preservation Community

Q46: Check all of the ways in which your CHC tried to improve appointee participation in 2015.

Initiated projects to diversify CHC membership,

Used the THC website information to educate appointees

2015 CHC Annual Report

Q47: If you organized a CHC regional meeting in 2015, please indicate:-- the counties that participated (including your county);-- topics or themes discussed; and -- how many times you have met formally as a group over the years.Please skip if the question does not apply to your CHC.

Respondent skipped this question

Q48: List workshops that your CHC hosted in 2015, including information on the educational topic.Please skip if the question does not apply to your CHC.

Respondent skipped this question

PAGE 24: Goal 8: Build Capacity of Preservation Community (continued)

Q49: Reflecting 2015 activity, enter the number of CHC appointees that attended a training offered by the organization listed. Please use numbers only; do not use text or symbols.

Friends of the THC grant writing workshop	2
Texas Association of Museums (other than THC partnered training listed above)	2

PAGE 25: Goal 8: Build Capacity of Preservation Community (continued)

Q50: Rank the degree to which select THC services have helped your CHC expand their programming.

CHC listserv weekly messages	Helped a lot
General THC website information	Helped a lot
THC website information specific to CHCs	Helped a lot
Historical marker webinars	Helped a lot

Q51: Share your thoughts on THC services that have helped your CHC.

The Historical Webinars and the associated links to Frequently Asked Questions is one of the best items you conduct every year. Also, we greatly appreciate the prompt responses we receive from the THC when we receive questions from the public or just need information for ourselves.

Q52: Check the ways in which your CHC made concerted efforts in 2015 to improve work relative to previous years.

CHC planning, Membership and attendance,
Preservation education for appointees, Partnerships,
Community outreach to adults ,
Community outreach to young people ,
Relationship with county commissioners court,
Initiated a new CHC project

PAGE 26: Project Description #1 (of 3) for CHC work from 2015

Q53: Project Description #1---Expand upon your answers to question 52 about improving your CHC during the 2015 year of service. Describe the efforts made to improve an aspect of your CHC. Include the following: -- your county name-- the specific area of improvement-- why the improvement effort was made-- what actions were taken to make improvements-- the results of those actionsIf you were not able to make improvements in 2015, document your challenges and what improvements you'd make if you had the time, manpower, or money required.

The Jack County Historical Commission had held a Driving Tour of Historical sites within the County for three successive years. In 2015 we had plans for our fourth consecutive tour with the core of the tour being a location within the western part of the county that had 3 different historical incidents on the property. A significant amount of work had been done in preparation of our tour when the land owner unexpectedly decided to refuse us access to his property. This was after approval had previously been received – no reason was given for the refusal.

This was very disappointing to the Commission. Each previous year the Commission had continued to make improvements to the tours; i.e. advertising, community awareness, the scripts used for the narration of the tour CDs etc. In that regard much work had been done in relation to the items described in Question 52. The Commission had worked within the community on the importance of maintaining our historical roots – this included education of our school children, tourism efforts coordinated with the local Chamber of Commerce, Fort Richardson and of course the Jack County Museum. Every year attendance had grown and we were anticipating another good year in 2015.

The refusal by the land owner to allow access was a big disappointment to the Commission and the timing did not allow for substitution of other locations within the county. Therefore no tour was held in 2015.

PAGE 27: Project Description #2 (of 3) for CHC work from 2015

Q54: Project Description #2---Share a project, effort, or service that shows the best of how your CHC interacts with the public. Please include your county name in the answer. Project, effort, or service must adhere to the following requirements:-- its primary association is with history/preservation-- it has broad CHC appointee support (rather than the participation of only 1 or 2 people)-- is an ongoing effort or one that was completed in 2015.

There was a decision made by the City of Jacksboro to demolish the Lafayette Wilson home. After many years of neglect this beautiful 130+ year old home was in much need of repair and maintenance. The City had strict requirements for maintenance of unoccupied structures and had taken a proactive approach to forcing property owners to maintain their property or face litigation from the City. The City had contacted the property owner of the Lafayette Wilson home in an effort to clean up the property but the owner was not interested in performing any work on the property nor were they interested in selling the property.

The Jack County Historical Commission had worked with the City to look for ways of saving this property. Information was obtained from the City and the county tax office to see if it would be possible to possibly sell the property for what was owed in back taxes. This possible avenue to try and save this old home also met with rejection. Next steps taken included contacting the local television station and the newspaper to make them aware of the impending destruction of this property. News stories were run by both of these journalism outlets. The local Commission also contacted the Texas Historical Commission in search of possible methods of saving this structure.

Unfortunately all of these efforts ended without saving the home. This did slow down the process which allowed for a significant amount of public awareness of what was happening within the county.

Even though this effort/project ended unsatisfactorily it displayed how well the Jack County Historical Commission works with the public. It also had the total support of each of the members of the Commission. Some members worked with the City while others worked with the news outlets to insure that the plight of this structure received the appropriate amount of publicity.

PAGE 28: Project Description #3 (of 3) for CHC work from 2015

Q55: Project Description #3---Expand upon your CHC's contribution to heritage tourism efforts in your region. Refer to question 36 for heritage tourism examples.Highlight your most effective heritage tourism effort in 2015:-- your county name-- describe event and your role in it-- partners and community involvement in planning and/or implementation-- impact of the event (attendance, participation, profit, etc.)

The Jack County Historical Commission in conjunction with the Jack County Museum Association coordinated the 2015 "Cowboy Christmas Gathering". This event is the highlight of the year for the Museum with the help of the Commission members. It is held at the Fort Richardson Dining Hall - a building which is on the grounds of Fort Richardson and is owned by the Friends of Fort Richardson organization.

The event includes a full course dinner, a silent auction of numerous paintings and other auctions items as well as live entertainment. The building is decorated with typical Christmas decorations as well as items specific to Jack County. This includes boots, hats, branding irons etc. from various ranches within Jack County. It highlights the history of Jack County and the importance of preserving this history.

The event is a major fund raiser for the Museum and is well supported by the surrounding community. Support of the event by the Commission and its members was critical to the success of this fund raiser.

PAGE 29: CHC Comments for the THC

Q56: Please let us know more about your preservation successes and/or challenges.

Respondent skipped this question



FILED FOR RECORD

_____ O'CLOCK _____ M

JUN 22 2016

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

DATE: 06/15/2016

TO:

Jack County Courthouse
100 Main Rm 201
Jacksboro, TX 76458

FROM:

Otis Elevator Company
2516 Gravel Drive
Fort Worth, TX 76118

EQUIPMENT LOCATION:

Jack County Courthouse
Jack County Courthouse
Jacksboro, TX 76458

Amanda Haines
Phone: 2146426677
Fax: 8609980354

PROPOSAL NUMBER: EZH160429161115-REVISED

MACHINE NUMBER(S) : Elevator & Wheelchair Lift

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

QEI (Texas)

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

Once you have received the certificates of inspection, you are responsible for filing the certificate of inspection (one (1) per elevator or escalator) and the \$20.00 per elevator/escalator fee with the Texas Department of Licensing and Regulation. Should you wish to seek a waiver or delay with respect to any violation indicated by the inspection, you are responsible for requesting such waiver or delay. There is a fee of \$50.00 for each application for delay or waiver. If you were to apply for both a waiver and delay, then the fee would be \$100.00. Please note that the certificates of inspection (or requests for waiver or delay) must be filed with the state within 30 days of the date of inspection.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included.

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

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

Payment Terms

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.

☐ If you choose on the alternative down-payment amount listed below, corresponding Add shall be applied to the base contract amount:

Down Payment Amount	Price Adjustment Percentage	Authorization (Initial)
0%	10% Add	

PRICE: \$ 870.00
 Eight hundred seventy dollars

This price is based on one hundred percent (100 %) downpayment in the amount of \$ 870.00.
 This proposal, including the provisions printed on the last page(s) and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Amanda Haines
 Title: Service Sales Representative
 E-mail: Amanda.Haines@otis.com

Accepted in Duplicate

CUSTOMER	Otis Elevator Company
Approved by Authorized Representative	Approved by Authorized Representative
Date: <u>6-21-16</u>	Date: <u>6/21/16</u>
Signed: <u><i>Mitchell G. Davenport</i></u>	Signed: <u><i>Bryant Waller</i></u>
Print Name: <u>Mitchell G. Davenport</u>	Print Name: <u>Bryant Waller</u>
Title: <u>County Judge</u>	Title: <u>General Manager</u>
E-mail: <u>countyjudge@jacksoncounty.org</u>	
Name of Company: <u>County of Jackson</u>	

J Principal, Owner or Authorized Representative of Principal or Owner

J Agent: _____
 (Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.

2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our supplier or in connection with the performance of the work described.

3. Payments shall be made as follows: A down payment of one hundred percent (100%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including lawyer's fees, incurred in collecting any overdue payments.

4. Our performance is conditioned upon your securing any required government approval for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered. Such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.

5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary materials specified on the front of this proposal in the attached specification if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request or omissions, then such return visits shall be subject to additional charges at our then current rates.

6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form and any other document reasonably requested by that purpose.

7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.

9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination the use by you of any equipment provided hereunder directly infringes any patent, but only on the condition that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the user resales such equipment, finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment; (ii) replace the equipment with equivalent non-infringing equipment; (iii) modify the equipment so it becomes non-infringing but equivalent; or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damaged obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESSOR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence) in warranty or otherwise shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to hold us harmless and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.

12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever to keep such software in confidence as a trade secret and not to transfer possession of such part to other except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transfer agrees in writing to abide by the above license terms.

13. In furtherance of OSHA's directive contained in 29 C.F.R. 1910.147(f)(2)(i), which requires that a service provider (an "outside employee") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working at Customer's facility.

14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any term on your order form or any other document and supersede any prior written or oral communication relating to the same subject. Any amendment or modification to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency County of Jack	
Address (Street & number, P.O. Box or Route number) 100 N. Main St., Ste. 202	Phone (Area code and number) 940.567.2663
City, State, ZIP code Jacksboro, TX 76458	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

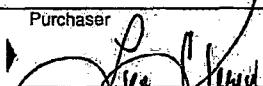
Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

Government Agency

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser 	Title County Auditor	Date 09/24/2015

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.