

**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 22nd day of January, 2018 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 Meetings for January 8, 2018 and January 18, 2018;
 - (b) Review and Acceptance of Treasurer's and Auditor's Monthly Reports for period ending December 31, 2017;
 - (c) Reception of Certificates of Training Hours for Elected/Appointed County Officer: Sharon Robison, County Tax Assessor-Collector;
 - (d) Approval of annual assistance under Contract for Services or Interlocal Agreement to Gladys Johnson Ritchie Library (\$25,000), Concerned Citizens (\$20,000), Jack Conservation District (\$1,000), Wise-Jack Court Appointed Special Advocates [CASA] (\$3,000), Jack County Child Welfare Board (\$2,000), Farabee MHMR Center Local Match (\$3,900); Wise-Jack Co. Domestic Violence Task Force (\$1,000); and, Jack County Museum (\$5,000);
4. Select public members of Salary Grievance Committee for Elected or Appointed County Officials for next fiscal year;
5. Appointment of Pro Tem County Judge for Commissioners Court for the calendar year 2018;
6. TIMED AGENDA ITEMS: None;
7. EXECUTIVE SESSION:
In compliance with Section 551.076 of the Texas Government Code, to deliberate the deployment, or specific occasions for implementation, of security personnel or devices – Clyde Watson;
8. Action, if any, regarding Item 7 above in Open Session;
9. Discussion of Commissioner Precinct Operations;
10. Update on Courthouse Repair Project 2018 details, if any;
11. Update on LEC Roof Repair Project;
12. Discussion with Architexas representative(s) on fees and authorizing the County Judge to sign retainer agreement;
13. Update on status of County activities, if any, under the CTIF Grant, FEMA 2015 Flood Grant, GLO Grant;
14. Update on status of vehicle leases for the Sheriff's Office;
15. Adoption of ACH ("Automated Clearing House") and Electronic Transactions Policy – County Treasurer;
16. Update on regional meeting by Judges with A.T. & T. representatives on phone service outages – County Judge;
17. Reports, if any, by other Department Heads;
18. FUTURE AGENDA ITEMS; AND;
19. ADJOURNMENT.

FILED FOR RECORD

O'CLOCK

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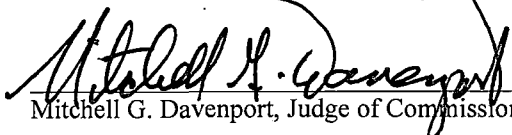
JAN 18 2018

Sharon County Clerk
VANESSA JACK COUNTY, TEXAS

DEPUTY

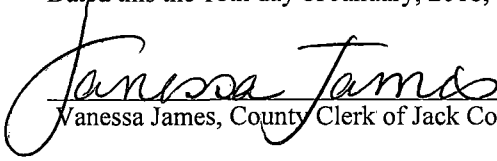
Dated this the 18th day of January, 2018

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 18th day of January, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 18th day of January, 2018, at 9:47a.m.


Vanessa James, County Clerk of Jack County, Texas



MINUTES

FEB 12 2018

On this the 22nd day of January, 2018 the Commissioners Court of Jack County, Texas met in
 Regular session at 10:08 a.m. with the following elected officials present: VANESSA JAMES, County Clerk
 JACK COUNTY, TEXAS

John Berry, Commissioner Pct. 1
 James L Brock, Commissioner Pct. 2
 Terry Ward, Commissioner Pct. 4
 Mitchell G. Davenport, County Judge

BY _____ DEPUTY

PUBLIC FORUM

No members of the public addressed the Court.

PAYMENT OF ACCOUNTS AND CLAIMS

All accounts and claims were submitted to the Court for approval.

Judge Davenport made a motion to pay all accounts and claims submitted. Commissioner Brock seconded and the motion passed unanimously. (4-0)

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meetings for January 8, 2018 and January 18, 2018;
- (b) Review and Acceptance of Treasurer's and Auditor's Monthly Reports for period ending December 31, 2017;
- (c) Reception of Certificates of Training Hours for Elected/Appointed County Officer: Sharon Robinson, County Tax Assessor-Collector;
- (d) Approval of annual assistance under Contract for Services or Interlocal Agreement to Gladys Johnson Ritchie Library (\$25,000), Concerned Citizens (\$20,000), Jack Soil & Water Conservation District (\$1,000), Wise-Jack Court Appointed Special Advocates [CASA] (\$3,000), Jack County Child Welfare Board (\$2,000), Farabee MHMR Center Local Match (\$3,900); Wise-Jack Co. Domestic Violence Task Force (\$1,000); and, Jack County Museum (\$5,000) ;

Motion was made by Judge Davenport to adopt consent agenda. Motion was seconded by Commissioner Berry and passed unanimously. (4-0)

SELECT PUBLIC MEMBERS OF SALARY GRIEVANCE COMMITTEE FOR ELECTED OR APPOINTED COUNTY OFFICIALS FOR NEXT FISCAL YEAR

Judge Davenport discussed the purpose of this committee and told Commissioners that they are to be chosen from persons who have served on the last Grand Jury in the past year which would be 2017. Commissioners drew the following names: Brian Tilghman, Jamie Wilson, Oneita Idell, Terry Lewis, Laura Terrell, Kendra Sealy Thorne, Christy Thomas, Juan Salazar, Mindy Wiedebusch, Aletha Williamson, William A. Fenter and David Pippert, Junior. Judge Davenport will contact these and let them know.

APPOINTMENT OF PRO TEM COUNTY JUDGE FOR COMMISSIONERS COURT FOR THE CALENDAR YEAR 2018

Judge Davenport made a motion to appoint Terry Ward as Pro Tem County Judge for Commissioners Court for the Calendar Year 2018. Commissioner Brock seconded and the motion passed unanimously. (4-0)

TIMED AGENDA

None.

BREAK
 11:40 a.m.

EXECUTIVE SESSION

Commissioners went into Executive Session at 11:45 a.m.

RESUME REGULAR SESSION
 12:12 p.m.

ACTION, IF ANY, REGARDING EXECUTIVE SESSION

Commissioner Berry made a motion to accept Constable Clyde Watson's proposal on security measures. Commissioner Ward seconded and the motion passed unanimously. (4-0)

COMMISSIONER PRECINCT OPERATIONS

Commissioner Berry suggested putting a burn ban in place due to extremely dry conditions and high humidity. After discussion Commissioner's decided not to set a burn ban in place at this time.

UPDATE ON COURTHOUSE REPAIR PROJECT 2018

Danny Nash is still working on the tax office should complete that project soon.

UPDATE ON LEC ROOF REPAIR PROJECT

Judge Davenport reported to Commissioners that LEC roof repairs are set to begin on or before February 20th and should be completed within 90 days.

Chief Deputy Hardy told Commissioners there has recently been minor wind damage to the front of the roof and Mr. Snow has already made repairs so we should receive a bill soon for these repairs.

DISCUSSION WITH ARCHITEXAS REPRESENTATIVE ON FEES AND AUTHORIZING THE COUNTY JUDGE TO SIGN RETAINER AGREEMENT

David Chase, Senior partner was here on behalf of Architexas. There was discussion on the Master plan which was done around 1993-1994. Judge Davenport stated that Architexas should have a copy of the Master Plan since they are the ones who drew it up, they should also have a copy of the Courthouse blueprints. Judge Davenport and Commissioners told Mr. Chase what things are of utmost importance to repair at this time. Mr. Chase did not bring a fee schedule with him but after discussion of what the County is looking to repair, he said he would get a fee schedule and contract prepared to present to Commissioners.

Commissioner Ward made a motion to table item at this time. Judge Davenport seconded and the motion passed unanimously. (4-0)

CTIF GRANT AND FEMA FLOOD GRANT

Nothing new to report.

UPDATE ON STATUS OF VEHICLE LEASES FOR THE SHERIFF'S OFFICE

Judge Davenport told Commissioners that all paperwork has been submitted and this should be complete.

ADOPTION OF ACH ("AUTOMATED CLEARING HOUSE") AND ELECTRONIC TRANSACTIONS POLICY

County Treasurer Kim Gibby presented the ACH proposal to Commissioners for review. She stated this would not be auto pay but will be used as needed for such payments as IRS, payroll taxes, civil, criminal and e-file State fees which are mandatory. ACH payments will still be presented to Commissioners for approval.

Commissioner Berry made a motion to accept the ACH proposal. Commissioner Ward seconded and the motion carried unanimously. (4-0)

UPDATE ON REGIONAL MEETING BY JUDGES WITH A.T. & T. REPRESENTATIVES ON PHONE SERVICE OUTAGES

Judge Davenport told the Commissioners the he and EMS Manager, Frank Hefner attended the meeting. He was very pleased and felt that it was very informative and productive. There were representatives from A.T. & T. along with Nortex and State 911 representatives. Also in attendance was Representative Drew Springer.

One major problem has been that people are not calling before digging therefore lines have been damaged causing interruption in service. The railroad is one of the biggest problem areas. They

are looking to enforce greater fines and will continue to work on a solution as to the outages. We may have to have a backup system.

DEPARTMENT HEADS

County Clerks Office is preparing for upcoming elections.

County Auditor Lisa Perry told Commissioners that she and Kim Dungan will be at training this week. January 23-25. She also said that she and County Treasurer Kim Gibby will be attending a "Basics of County Investments" training in February.

FUTURE AGENDA ITEMS

Judge Davenport will gather information on political advertising.

ADJOURNMENT

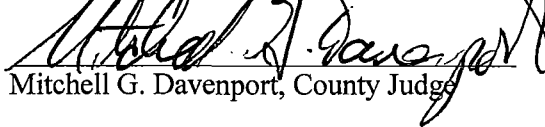
There being no further business motion was made by Commissioner Brock to adjourn. Judge Davenport seconded the motion to adjourn and the motion passed unanimously. (4-0)

Meeting was adjourned at 12:20 p.m.

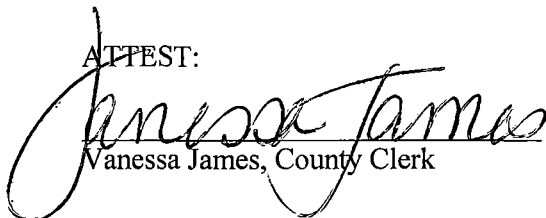

John Berry, Commissioner Pct. #1


James Brock, Commissioner Pct. #2


Terry Ward, Commissioner Pct. #4


Mitchell G. Davenport, County Judge

ATTEST:


Vanessa James, County Clerk



**THE HON. KIM GIBBY
JACK COUNTY TREASURER**



DATE: JAN. 22, 2018

TO: JACK COUNTY COMMISSIONERS COURT
PLEASE REVIEW AND APPROVE THE ATTACHED
INVOICE NUMBERS: 92961-93157

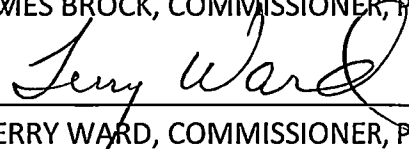
10	Precinct #1		\$	8,422.77
20	Precinct #2		\$	8,248.46
30	Precinct #3		\$	10,120.14
40	Precinct #4		\$	36,214.18
51	R&B Heavy Equipment			
52	CTIF Fund			
70	Law Library			
71	Appellate Judicial System			
72	County Court RTA			
73	District Court RTA			
78	County Clerk RM&P			
79	District Clerk RM&P			
80	Records Preservation			
82	Guardianship Fund		\$	3,303.33
84	CH Renovation			
85	CH Renovation I&S fund bal			
90	General Fund		\$	208,189.98
92	Dist. & Co. Court Tech	FILED FOR RECORD		
93	Probate Education	_____ O'CLOCK	M	
94	Records Management	_____		
95	Courthouse Security	JAN 22 2018		
96	Justice Court Tech	VANESSA JAMES, County Clerk JACK COUNTY, TEXAS		
98	Interest & Sinking			
99	State Fines & Fees	BY _____ DEPUTY		
			\$	274,498.86

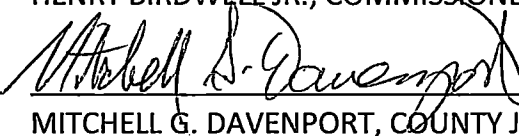
APPROVED THIS 22ND DAY OF JANUARY, 2018


JOHN R. BERRY, COMMISSIONER, PCT. 1

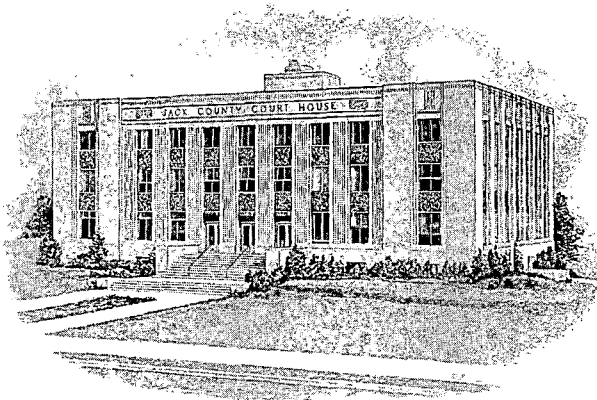

JAMES BROCK, COMMISSIONER, PCT. 2

HENRY BIRDWELL JR., COMMISSIONER, PCT. 3


TERRY WARD, COMMISSIONER, PCT. 4


MITCHELL G. DAVENPORT, COUNTY JUDGE

JACK COUNTY



JACKSBORO, TEXAS

KIM GIBBY


County Treasurer
100 N. Main St., Ste. 201
Jacksboro, Texas 76458

AUDITOR & TREASURER'S CERTIFICATE

I hereby certify that the following constitutes the Jack County Treasurer's Report for the monthly period ending on Dec. 31, 2017.

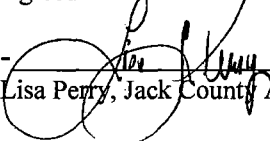
This report was prepared for the purposes of comparing and reconciling the actual balances of the County's cash accounts and investments, if any, to its general ledger for the period stated.

Respectfully submitted,



Kim Gibby, Jack County Treasurer

Agreed:



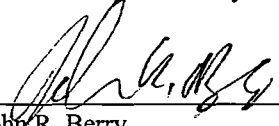
Lisa Perry, Jack County Auditor

ORDER APPROVING TREASURER'S REPORT

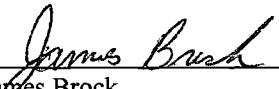
After comparing and examining the Treasurer's Report for the monthly period ending Dec. 31, 2017, and determining that the report is correct, the Court finds that the report should be approved. It is therefore ORDERED that the report is approved.

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

ORDERED this 22nd day of January, 2018.

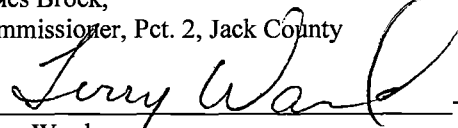


John R. Berry,
Commissioner, Pct. 1, Jack County




James Brock,
Commissioner, Pct. 2, Jack County

Henry D. Birdwell, Jr.
Commissioner, Pct. 3, Jack County



Terry Ward,
Commissioner, Pct. 4, Jack County

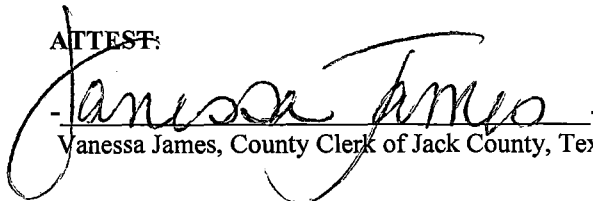


Mitchell G. Davenport,
County Judge of Jack County, Texas

FILED FOR RECORD

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ATTEST:



Vanessa James, County Clerk of Jack County, Texas



JAN 22 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

TREASURER'S REPORT DECEMBER 2017

UNCLAIMED PROPERTY ACCOUNT				
Date	Description			Balance
12/1/17	BEGINNING BALANCE		\$ 6,939.56	
	Credits		\$ -	
	Debits		\$ -	
	ENDING BALANCE	12/31/2017		\$ 6,939.56
EXTRADITION ACCOUNT				
Date	Description			Balance
12/1/17	BEGINNING BALANCE		\$ 2,339.65	
	Credits		\$ -	
	Debits		\$ -	
	ENDING BALANCE	12/31/2017		\$ 2,339.65
JP FEE ACCOUNT				
Date	Description			Balance
12/1/17	BEGINNING BALANCE		\$ 8,097.16	
	ck#5403 October credit card payments transferred to GF		\$ (5,614.15)	
	Deposits (Bank Card)		\$ 7,671.65	
	Deposit (Interest)		\$ 7.75	
	ENDING BALANCE	12/31/17		\$ 10,162.41
00078 ACCOUNT				
Date	Description			Balance
12/31/17	BALANCE SHOWN ON STATEMENT		\$ 7,200,085.34	
	Outstanding Checks		\$ 101,592.51	
	ENDING BALANCE	12/31/17		\$ 7,098,492.83

RECAP OF MONEY DECEMBER 2017

	Fund	Balance	Transfer	Receipts	Accts Payable	Payroll	Transfer	Balance
	Designation	12/01/17	Out				In	12/31/17

10	Precinct #1	\$ 225,756.67	\$ -		\$ 27,370.64	\$ 7,606.98	\$ 28,675.00	\$ 219,454.05
20	Precinct #2	\$ 293,851.36	\$ -		\$ 23,117.24	\$ 6,637.67	\$ 28,675.00	\$ 292,771.45
30	Precinct #3	\$ 341,676.27	\$ -		\$ 19,144.20	\$ 8,055.44	\$ 28,675.00	\$ 343,151.63
40	Precinct #4	\$ 348,238.72	\$ -	\$ 72.06	\$ 23,148.16	\$ 7,111.74	\$ 28,675.00	\$ 346,725.88
50	Road & Bridge	\$ 205,859.00	\$ 114,700.00	\$ 356,194.18			\$ -	\$ 447,353.18
51	R&B Heavy Equipment	\$ (148,992.75)	\$ -	\$ 78,385.22			\$ -	\$ (70,607.53)
52	CTIF Fund	\$ 24,022.95	\$ -	\$ 565.49	\$ 13,194.56		\$ -	\$ 11,393.88
53	FEMA Fund	\$ -					\$ -	\$ -
60	Lateral Road	\$ 170,244.05	\$ -				\$ -	\$ 170,244.05
70	Law Library	\$ 37,235.85	\$ -	\$ 245.00	\$ 270.00		\$ -	\$ 37,210.85
71	Appellate Judicial System	\$ -	\$ -	\$ 35.00	\$ 35.00		\$ -	\$ -
72	County Court RTA	\$ 95,250.95	\$ -	\$ 2,360.00			\$ -	\$ 97,610.95
73	District Court RTA	\$ 5,759.37	\$ -	\$ 100.00			\$ -	\$ 5,859.37
78	County Clerk RM&P	\$ 128,149.16	\$ -	\$ 2,417.72	\$ 750.00	\$ 1,057.87	\$ -	\$ 128,759.01
79	District Clerk RM&P	\$ 9,912.11	\$ -	\$ 52.35			\$ -	\$ 9,964.46
80	Records Preservation	\$ 13,241.67	\$ -	\$ 70.00			\$ -	\$ 13,311.67
81	Work Program	\$ 45.17	\$ -				\$ -	\$ 45.17
82	Guardianship Fund	\$ 5,340.00	\$ -	\$ 20.00			\$ -	\$ 5,360.00
83	Emergency Mgmt	\$ (76,411.63)	\$ -				\$ -	\$ (76,411.63)
84	CH Renovation	\$ 355,204.85	\$ -				\$ -	\$ 355,204.85
85	CH Renovation I&S fund bal	\$ 69,696.79	\$ -				\$ -	\$ 69,696.79
90	General Fund	\$ 2,703,039.49	\$ -	\$ 1,509,996.94	\$ 287,535.23	\$ 121,147.51	\$ -	\$ 3,804,353.69
91	Judge's State Supplement	\$ 3,378.12	\$ -				\$ -	\$ 3,378.12
92	Dist. & Co. Court Tech	\$ 7,689.63	\$ -	\$ 10.37			\$ -	\$ 7,700.00
93	Probate Education	\$ 3,551.32	\$ -	\$ 7.00			\$ -	\$ 3,558.32
94	Records Management	\$ (1,259.08)	\$ -	\$ 114.72			\$ -	\$ (1,144.36)
95	Courthouse Security	\$ 136,976.93	\$ -	\$ 508.72			\$ -	\$ 137,485.65
96	Justice Court Tech	\$ 25,476.86	\$ -	\$ 221.54			\$ -	\$ 25,698.40
98	Interest & Sinking	\$ 481,779.75	\$ -	\$ 164,968.64			\$ -	\$ 646,748.39
99	State Fines & Fees	\$ 18,058.61	\$ -	\$ 7,426.81			\$ -	\$ 25,485.42

	TOTALS	\$ 5,482,772.19	\$ 114,700.00	\$ 2,123,771.76	\$ 394,565.03	\$ 151,617.21	\$ 114,700.00	\$ 7,060,361.71

	Pct 1	Pct 2	Pct 3	Pct 4	GF	EMG MGMT	Totals
Pct 1 transfer in:	\$ 28,675.00				\$ -	\$ -	
Pct 2 transfer in:		\$ 28,675.00					
Pct 3 transfer in:			\$ 28,675.00				
Pct 4 transfer in:				\$ 28,675.00			
R&B transfer out:	\$ 28,675.00	\$ 28,675.00	\$ 28,675.00	\$ 28,675.00			\$ 114,700.00
CTIF transfer out:							\$ -
State Fund transfer out:							\$ -
Budget Amendment Emg Mgmt	\$ -	\$ -	\$ -	\$ -			\$ -

Jack County
Bank Account Reconciliaton
12/31/2017

Bank Balance According to Statement	\$ 7,200,085.34
Outstanding Deposits	\$ -
Outstanding Checks	\$ 101,592.51
Balance	<u>\$ 7,098,492.83</u>

Balance per General Ledger by Fund

10	PCT. 1	\$ 219,454.05
20	PCT. 2	\$ 292,771.45
30	PCT. 3	\$ 343,151.63
40	PCT. 4	\$ 346,725.88
50	ROAD & BRIDGE C.W.	\$ 447,353.18
51	R&B Heavy Equipment	\$ (70,607.53)
52	CTIF Fund	\$ 11,393.88
53	FEMA Fund	\$ -
60	LATERAL ROADS	\$ 170,244.05
70	LAW LIBRARY	\$ 37,210.85
71	Appellate Judicial System	\$ -
72	County Court RTA	\$ 97,610.95
73	District Court RTA	\$ 5,859.37
78	County Clerk RM&P	\$ 128,759.01
79	District Clerk RM&P	\$ 9,964.46
80	Preservation fund	\$ 13,311.67
81	Work Program	\$ 45.17
82	Guardianship Fund	\$ 5,360.00
83	Emergency Management	\$ (76,411.63)
84	Courthouse Renovations	\$ 355,204.85
85	Courthouse Renovations I&S	\$ 69,696.79
90	GENERAL	\$ 3,804,353.69
91	COUNTY JUDGE EXCESS	\$ 3,378.12
92	Dist. & Co. Clerk Tech	\$ 7,700.00
93	PROBATE	\$ 3,558.32
94	RECORDS MANAGEMENT	\$ (1,144.36)
95	COURTHOUSE SECURITY	\$ 137,485.65
96	J.P. TECHNOLOGY	\$ 25,698.40
98	INTEREST & SINKING	\$ 646,748.39
99	State Fines & Fees	\$ 25,485.42
	Balance per General Ledger	\$ 7,060,361.71
	Balance per Bank Statement	\$ 7,098,492.83
	Unlocated difference	\$ 38,131.12

Difference is the amount of ck#51200 for \$38,131.12 voided 1/8/18 before reconciliation was made. Since the check was dated 9/29/17, it showed status change date in the previous fiscal year. This will clear itself in January reconciliation.

_____ O'CLOCK _____ M

JAN 22 2018

LEASE AGREEMENT

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

THIS LEASE AGREEMENT ("Lease") is made and entered into this 9th day of January, 2018, by and between Mobile Phone of Texas, Inc., a Texas corporation, ("Lessor"), whose address is 1122 Lamar St., Wichita Falls, TX 76301 and County of Jack ("Lessee"), whose address is 100 N. Main St., Ste. 202, Jacksboro, TX 76458.

WHEREAS, Lessor is the owner of certain real property (the "Property") as described in Exhibit A attached hereto and made a part hereof, and

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to let to Lessee a portion of the Property (the "Premises") as described in Exhibit B attached hereto and made a part hereof.

NOW THEREFORE, Lessor and Lessee agree that this Lease is made upon the following conditions and terms which the parties hereby do covenant and agree to observe fully, keep and perform.

1. Lease. Lessor hereby leases, lets and demises to Lessee, and Lessee hereby leases from Lessor, the Premises.

2. Term. The term of this Lease shall commence February 1, 2018 and ending January 31, 2019, ("Initial Term"), subject to all terms and conditions of this Lease, including the rent hereinafter provided. The Lessee shall have the right to renew for (2) additional terms of (1) year(s), assuming the Lessee is not in default at the time of renewal.

3. Rent. Lessee agrees to pay Lessor and Lessor agrees to accept from Lessee as rental for said Premises, the sum of Forty Five Hundred Dollars (4,500.00) per year, payable in equal monthly payments of Three Hundred Seventy Five Dollars (\$375.00). There will be a three percent (3%) increase in rent per year.

4. Access/Utilities. Lessor agrees to provide Lessee, its employees, agents and contractors, unobstructed access from the nearest public road to the Premises at any and all times, together with the right of ingress and egress over, upon, under and through any of Lessor's property adjacent to the Property for any and all purposes necessary or incidental to the exercise by Lessee of the rights herein granted, including, but not limited to, the supplying of power and communications cables and vehicular roadway access to the Premises. Lessor shall provide normal utility service connections to Lessee as may be needed to operate Lessee's equipment on Premises. Lessee shall pay its prorated share of all electrical power. Installation and maintenance of utility lines installed by Lessee shall be at the sole expenses of Lessee. In the event the electric and/or other utility companies servicing the Property or area surrounding the Property require(s) a separate easement for underground and/or overhead cables or lines to serve the Premises, the Lessor, for no additional consideration, shall execute such separate easement to the utility companies on the Property.

5. Use of the Premises. The Premises shall be used by the Lessee to construct, repair, maintain and operate in, on and upon the Premises a communication facility, including, without

limitation, Lessee's Equipment, antennas, coax and transmitters/receivers (the "Communications Facility"). Lessee shall not use the Premises or any part thereof, or permit the Premises or any part thereof to be used, for any other purposes without the express written consent of Lessor. During the Term, Lessee may perform other necessary construction required to use the Premises for the purposes stated herein. During the term of this Lease, Lessor will maintain the Premises so as to comply with existing rules and regulations imposed upon Landlord by any governmental authority having jurisdiction over its operation, and make any repairs and modifications reasonably necessary to maintain the Premises in good condition and in compliance with good engineering practice.

6. Alterations. The Lessee shall have the right to make all such additions, alterations and improvements to the Premises as the Lessee deems necessary or desirable in the conduct of its business. ~~Lessee shall obtain written approval from Lessor, which shall not be unreasonably withheld.~~

7. Waste of Premises. Lessee shall not make or cause to be made any waste of said Premises; provided, however, that use in accordance with Paragraph 5 and 6 hereof shall not be considered to be waste.

8. Property Taxes. Lessee shall pay any increase in property taxes attributable to an increase in the tax assessed, levied or imposed upon the Premises resulting from Lessee's Communications Facility on the Premises.

9. Indemnification.

A. Each party (the "Indemnifying Party") agrees to indemnify and hold Indemnified Party harmless of and from any and all claims, demands, actions, losses, liabilities, judgments and expenses, including, without limitation, reasonable attorney's fees and costs of litigation with respect to personal injury or property damage attributable to any occurrence in, upon or at the Property with is proximately caused by any negligent act or omission of the Indemnifying Party or Indemnifying Party's agents, employees or invitees.

B. The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand or lawsuit.

C. The Indemnifying Party will not be liable under this Section for settlements by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed promptly to undertake the defense.

10. Insurance.

- A. Lessee hereby agrees to maintain in effect during the term of this Lease a policy of general comprehensive public liability insurance covering risks on the Premises and to provide, when requested by Lessor, a certificate evidencing the existence of said policy. The minimum limits of liability of such insurance shall be no less than \$1,000,000.00. Lessor hereby agrees that the foregoing insurance may be provided by Lessee pursuant to Lessee's "blanket" policies of insurance.
- B. Lessor hereby agrees to maintain in effect during the Term a public liability insurance policy covering the actions or omissions of Lessor, and Lessor's agents, employees or invitees, on the Property and to provide to Lessee a certificate evidencing the existence of said policy when requested by Lessee.
- C. Whenever possible, the parties hereto agree not to assign to any insurer, its representative or assignee, any cause of action for damages to the real and personal property of the other, including right of subrogation that the insurer, its representatives or assigns may seek for any damage to the real or personal property of either party in or related to the Premises, including, but not limited to, damage caused by negligence.

11. Warranty of Title. Lessor expressly represents and warrants that it is the owner in fee simple of the Premises and that no other leases, easements, encumbrances or conveyances exist which would interfere with Lessee's rights and benefits provided hereunder.

12. Covenant of Quiet Enjoyment. Lessor expressly agrees and covenants that, provided that Lessee has performed its obligations set forth in this Lease, Lessee shall at all times during the Term peaceably and quietly have, hold, use, occupy, possess and enjoy all the rights and benefits granted by this Lease, without suit, eviction or disturbance by Lessor, its heirs, successors, or assigns or any other person(s).

13. Lessee's Equipment. Lessor acknowledges and agrees that all personal property, equipment, apparatus, fittings, buildings, fixtures and trade fixtures of Lessee installed or stored on the Premises constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, including, without limitation, all telecommunications equipment, towers, switches, cables, wiring and associated equipment or personal property (collectively, the "Equipment"). The Equipment shall remain at all times the personal property of Lessee, and neither Lessor nor any person claiming by, through or under Lessor shall have any right, title or interest (including without limitation a security interest) in the Equipment. Lessee, and Lessee's successors in interest, shall have the right to remove the Equipment at any time during the Term of this Lease, including without limitation upon the expiration of the Term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting Lessor's interest in the Premises, whether existing as of the date hereof or arising hereafter, Lessor and Lessee hereby agree, acknowledge and declare that the Equipment is now and shall at all times hereafter remain the personal and exclusive property of Lessee. The parties further acknowledge

and agree the Lessor shall have no right or authority to grant a lien upon or security interest in any of the equipment. Lessor shall have the right to approve installation and removal contractor working on the communications tower. Lessee will be responsible for painting and maintaining the paint schedule on all Lessee's coax.

14. Successors of Lessee. Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease. Lessor further agrees that any person foreclosing or otherwise realizing upon such a security interest granted by Lessee shall succeed to, and shall have the benefits of, all Lessee's rights, title and interest in, to and under this Lease.

~~15. Assignment. Lessee shall not have the right to assign this Lease or sublet any part of the Premises except with the written consent of Lessor, which may not be unreasonably withheld, provided, however, that Lessee shall be permitted to assign this Lease without the consent of Lessor to a parent, subsidiary or affiliated corporation, partnership or other business entity (which shall be an entity which controls or is controlled by or is under common control with Lessee).~~

16. Termination.

A. This Lease may be terminated by written notice of termination as follows: (i) by either party, if the other fails to cure any breach of any of its covenants, agreements, representations or warranties under this Lease within thirty (30) days after written notice thereof from the party seeking termination, (ii) by either party, if Lessee fails to obtain or retain all licenses, permits, zoning, variances, rulings, approvals, and other similar items from all federal, state, county, and local governments and agencies thereof required for the conduct of Lessee's business; (iii) by Lessee, if the Premises become unsuitable either technologically or economically for Lessee's use; or (iv) by Lessee, if Lessee is prevented from conducting its business, by injunction regulatory order, revocation or non-renewal of any license, permit or franchise to operate Lessee's facilities, or otherwise, for reasons not arising out of the breach by Lessee of its obligations hereunder.

B. If this Lease is terminated pursuant to the provisions set forth in 16. A. (ii) above, then Lessee shall only be liable to Lessor for the rental due hereunder, or a pro-rata portion thereof, through the effective date of termination. If this Lease is terminated pursuant to the provisions set forth in 16. A. (iii) above, then Lessee shall only be liable to Lessor for the rental due for 12 months.

C. Upon termination of this Lease Agreement, Lessor shall have the option of requiring Lessee to remove all Lessee's equipment installed and located on the Premises at Lessee's expense. Lessee must utilize a qualified contractor provided by Lessor.

17. Holdover. If Lessee does not renew this lease as provided, and hold over after the lease term expires, the holding over will be considered a month-to-month tenancy only at the rental rate which was paid in the last month of the previous term, plus a 3% increase payable on the first day of each month until the tenancy is terminated in a manner provided by law.

18. Condemnation. If a portion of the Premises shall be taken or condemned for a public or quasi-public use, and the remainder is satisfactory to the Lessee for the uses stated herein, this Lease shall, as to the part so taken, terminate the date title vests in the condemner and the Rent shall be reduced equitably. If Lessee determines, in its sole judgment, that the remaining area available for Lessee's use is not suitable for Lessee, Lessee shall have the option to terminate this Lease upon written notice to Lessor and Rent will be prorated to the date of termination in accordance with 16 B. above.

19. Hazardous Substances. Lessee will not bring in any hazardous substances. Batteries, wet or dry, will not be considered hazardous.

20. Notices. All notices required to be given hereunder shall be in writing and shall be deemed given when delivered in person or by confirmed delivery service, by confirmed telegram or by confirmed facsimile, or when mailed by certified mail, postage prepaid, return receipt requested, to the addresses set forth above for each party or to such address or addresses designated by notice to the other party.

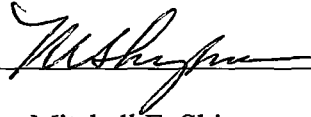
21. Authority and Good Standing. Each party represents and warrants to the other that (i) it has the right, power and authority to enter into and perform its obligations under this Agreement, (ii) it is duly established or organized, validly existing and in good standing under the laws of the State in which it is incorporated and (iii) the individual(s) signing on behalf of such party is duly authorized to sign and bind such party. Each party agrees to maintain such right, power, authority and good standing throughout the term of this Agreement.

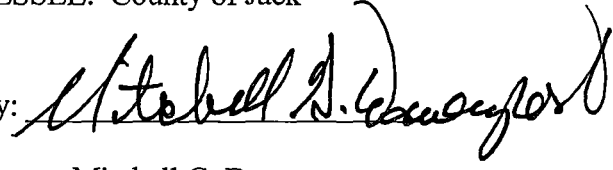
22. Miscellaneous. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. The failure of either party to insist at any time upon strict performance of any provision of this Lease shall not be deemed a waiver of the right of either party to require strict performance at a later date. Lessee may sublet all or a portion of the Premises and access rights herein. The terms, conditions, provisions, and covenants hereof shall extend to and be binding upon the heirs, executors, administrators, assigns and successors of the parties hereto. Time is of the essence hereof. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Lease or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, including attorney's fees and court costs, in addition to any damages or other relief awarded.

IN WITNESS WHEREOF the parties hereunto set their hands and seals effective the day and year first above written.

LESSOR: Mobile Phone of Texas, Inc.

LESSEE: County of Jack

By: 

By: 

Name: Mitchell E. Shipman

Name: Mitchell G. Davenport

Title: General Manager

Title: County Judge

Date: 1-19-18

Date: 1-9-18

EXHIBIT A

Property description is a 450 foot communications tower, FCC Antenna Registration number 1052229, located 2.3 miles SW of Jack County Courthouse, Jacksboro, TX.

EXHIBIT B

Lessee will be entitled to One (1) run(s) of, 7/8 inch coax and DB224 antenna located at the 450 foot level of the tower. Lessor will provide the equipment shelter at the base of the tower and Lessor will provide electricity.

~~If a structural analysis is required (YES NO) Lessee will be required to provide their own structural engineering on the existing tower to insure the adequacy of the tower for their equipment. If structural support is required Lessee will provide for the structural upgrade at Lessee's expense.~~

County Judge, Jack County Courthouse

100 N Main St #206

Jacksboro, Texas 76458

Re: Addendum #3 for current Jack County Law Enforcement Jail Reroof

Schedule of values

40% materials on site

30% mid progress

30% completion

10% retainage from each progress payment due upon delivery of Warranty Documents

Project Timeline: Start on or before February 20th. 90 days to complete

Standard DPS Background Check

List of individuals at, on, related to project

Individuals to sign in each morning

Judge Davenport,

Let the approval and signing of this addendum serve as my Notice to Proceed with the above-mentioned project.

Regards,

Monte Snow, VP

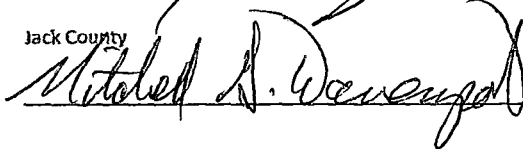
Six Star Construction

Six Star Construction



Date 1-22-18

Jack County



Date 1-22-18

FILED FOR RECORD

_____ O'CLOCK _____ M

JAN 22 2018

VANESSA _____ Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY



**TAX ASSESSOR-COLLECTOR
CONTINUING EDUCATION TRANSCRIPT**
Reporting Period: 07/15/2017 - 07/14/2018

Hon. Sharon Robinson
Tax Assessor Collector
Jack County
100 N Main St Ste 209
Jacksboro, TX 76458-1746

ID: 22644
Phone: (940) 567-2352
Fax:
Enrollment Date: 07/15/2017

<u>Date</u>	<u>Course</u>	<u>Units</u>
07/15/2017	Excess hours carried from 2017	7.25
11/14/2017	VG Young School for Tax Assessor-Collectors	14.00
12/01/2017	Red River Chapter TAAO	2.00

Total Hours for year: 23.25

You have met your continuing education requirements for the
period 07/15/2017 - 07/14/2018.

You may carry forward 3.25 hours to the next reporting period.

FILED FOR RECORD

_____ O'CLOCK _____ M

JAN 22 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d.) and must be filed for record with Commissioners Court.

01/09/2018

Please contact the Tax Assessor-Collectors Association Director of Education by email @ roving@brazoria-county.com with any questions.



Tax Assessor-Collector Association Professional County Collector Maintenance

Ms. Gaye Low
Chief Deputy
Jack County
100 N Main St Ste 209
Jacksboro, TX 76458-1746

ID: 196363
Phone: (940) 567-2352
Fax: (940) 567-5322
Program Start: 01/01/2017
Program End: 12/31/2017

In order to retain this designation, the TACA Associate member must earn 10 Continuing Education Hours annually. A maximum of 5 hours may be carried forward if you earn more than the required 10.

<u>Date</u>	<u>Course Title</u>	<u>Units</u>
01/01/2017	Excess hours carried from 2016	5.00
11/14/2017	VG Young School for Tax Assessor-Collectors	14.00
12/01/2017	Red River Chapter TAAO	2.00

Total Hours for Year: 21.00

**You have met your continuing education requirements for the
period ending 12/31/2017.**

You may carry forward 5.00 hours to the next reporting period.

County of Jack
ACH & Electronic Transactions Policy
Adopted Jan. 22, 2018

JAN 22 2018

VANESSA JAMES, County Clerk
 JACK COUNTY, TEXAS

BY _____ DEPUTY

Definitions

“Automated clearing house” or “ACH” means a national and governmental organization that has authority to process electronic payments, including, but not limited to, the national automated clearing house association and the Federal Reserve System.

An “ACH agreement” means the agreement between the originator of the ACH transaction and the receiver of an ACH transaction.

An “ACH transaction” means an electronic payment, debit, or credit transfer processed through an automated clearing house.

An “ACH policy” means the procedures and internal controls as determined under this written policy developed by the County Treasurer and adopted by the Commissioners Court.

Authority to Enter into ACH Agreements and Electronic Transfer of Public Funds

The County Treasurer may enter into an ACH agreement as provided by Public Act 738 of 2002, effective Dec. 30, 2002. The Commissioners Court shall have adopted a resolution to authorize electronic transactions and have received a copy of the policy.

An ACH arrangement under PA 738 of 2002 is not subject to the Revised Municipal Finance Act, PA 34 of 2001, or to provisions of law or charter concerning the issuance of debt by the County.

Responsibility for ACH Agreements

The County Treasurer shall be responsible for all ACH agreements, including payment approval, accounting, reporting, and generally overseeing compliance with the ACH policy.

Internal Accounting Controls to Monitor Use of ACH Transactions

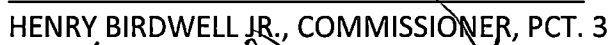
- a) The County Treasurer shall be responsible for establishment of ACH agreements. The Auditor may notify the County Treasurer of those vendors to be paid by ACH or electronic transfers.
- b) Upon approval by the Commissioners Court of an invoice for payment for vendors paid by ACH, the County Auditor shall approve payment and notify the County Treasurer of the date of debit from the County’s accounts. Accounts payable by this method may include any vendor that it is deemed in the best interest of the County to pay electronically. These payments shall be included on the report of payments to the Commissioners Court and approved in the same manner as checks written.
- c) The County Treasurer shall be responsible for recording electronic transactions in the County’s accounting system in the same level of detail as manual transactions.

- d) All invoices paid electronically shall be held along with the accounts payable files.
- e) For payment of payroll related withholding, the County Auditor shall initiate payment to the proper authority upon receipt of the information.
- f) For deposits from state and/or federal authorities, and from third-party payment processors, the Treasurer shall obtain the amount of the deposit and either record the deposit or send the advice to the person responsible for preparing the receipt for the deposit.

The ACH & Electronic Transactions Policy for Jack County was adopted by the Commissioners Court of Jack County on this, the 22nd day of January, 2018.



JOHN R. BERRY, COMMISSIONER, PCT. 1



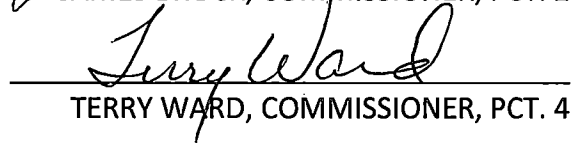
HENRY BIRDWELL JR., COMMISSIONER, PCT. 3



MITCHELL G. DAVENPORT, COUNTY JUDGE



JAMES BROCK, COMMISSIONER, PCT. 2



TERRY WARD, COMMISSIONER, PCT. 4

ATTEST:

VANESSA JAMES, COUNTY CLERK

Six Star Construction
432 Oak
Graham, Tx 76450
940-549-3717
940-521-6596

Client: Jack County Jail
Property: 1432 FM 3344
Jacksboro, TX 76458

Home: (940) 567-2161

Operator: MONTE

Estimator: Monte Snow

Cellular: (940) 521-6596

E-mail: monte@sixstartx.com

Type of Estimate: Hail
Date Entered: 12/5/2014
Date Est. Completed: 1/21/2015
Date Assigned:
Date Job Completed:

Price List: TXWF8X_OCT17
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2014G-JACKCOUNTYIN-2

Addendum 2

Six Star Construction

Date

1-8-18

County of Jack

Owner / Rep

Date

1-8-18

Six Star Construction
432 Oak
Graham, Tx 76450
940-549-3717
940-521-6596

2014G-JACKCOUNTYINS

Additional

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1/4" taper					
1/2" crickets					
1/2" Secure Shield HD Cover Board					
80 mil TPO					
Paint / Waterproof north and south walls of mezzanine above roof line					
Install caps over standing seam to route water around mezzanine corners					
Install fasteners at eave locations on standing seam where eave hem was too long to secure roof detail					
Totals: Additional				0.00	0.00

Six Star Construction
432 Oak
Graham, Tx 76450
940-549-3717
940-521-6596

Client: Jack County Jail
Property: 1432 FM 3344
Jacksboro, TX 76458

Home: (940) 567-2161

Operator: MONTE

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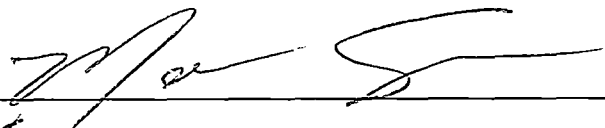
Cellular: (940) 521-6596


E-mail: monte@sixstartx.com

Type of Estimate: Hail
Date Entered: 12/5/2014
Date Est. Completed: 1/21/2015
Date Assigned:
Date Job Completed:

Price List: TXWF8X_OCT17
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2014G-JACKCOUNTYIN-1

Addendum 1 Notice to Proceed

Six Star Construction 
Date 1-8-15

County of Jack
Owner / Rep 
Date 1-8-15

Six Star Construction
 432 Oak
 Graham, Tx 76450
 940-549-3717
 940-521-6596

2014G-JACKCOUNTYINS

Low Slope

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Remove Modified roof system from deck					
Remove Modified roof system from parapet walls					
Remove Coping from parapet walls					
Provide R20 insulation					
Provide new taper design with saddles and crickets					
Provide 1/2" cover board					
Provide Mechanically Fasten 6' Half Sheet in place of Fully Adhered (Roof system replaces Like, Kind, and Quality of existing system)					
Install new Coping on parapet walls					
Install new termination at base of units					
Install new pipe flashing					
Install new pitch pans					
Install new exhaust caps					
Install new scuppers					
Provide dumpster for debris haul off					
Provide temp toilet					
Provide lifting equipment					
Comb fins on 5 units					
Included is a \$1946.88 budget for HVAC, Electrical, and Plumbing services					
Roofing (Bid Item)	1.00 EA	0.00	184,233.21	0.00	184,233.21
Totals: Low Slope				0.00	184,233.21
Line Item Totals: 2014G-JACKCOUNTYINS				0.00	184,233.21

Six Star Construction
432 Oak
Graham, Tx 76450
940-549-3717
940-521-6596

Summary

Line Item Total	184,233.21
Replacement Cost Value	<u>\$184,233.21</u>
Net Claim	<u><u>\$184,233.21</u></u>

Monte Snow

Jack County Competitive Bid Proposal Form

(County Law Enforcement Jail Reroof)

My bid proposal includes one price for the base bid and one price for each of the two alternate's for the above mentioned project.

My bid meets or exceeds the minimum proposal requirements set forth in the bid requirements.

Base Bid \$ 1,117.86

Alternate # 1 \$ 681.50

Alternate # 2 \$ 704.38

My bids are good for 30 days.

Company Name Six Star Construction

By: JCSnow

Dated: 10/18/17

Six Star Construction
432 Oak
Graham, Tx 76450
940-549-3717
940-521-6596

Client: Jack County Jail
Property: 1432 FM 3344
Jacksboro, TX 76458

Home: (940) 567-2161

Operator: MONTE

Estimator: Monte Snow

Cellular: (940) 521-6596

E-mail: monte@sixstartx.com

Type of Estimate: Hail
Date Entered: 12/5/2014
Date Est. Completed: 10/26/2017
Date Assigned:
Date Job Completed:

Price List: TXWF8X_OCT17
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2014G-JACKCOUNTYJAIL

Accepted
County of Jack
By: Mitchell J. Gaudin

M. G.
1-8-18

Six Star Construction
 432 Oak
 Graham, Tx 76450
 940-549-3717
 940-521-6596

2014G-JACKCOUNTYJAIL

Base Bid

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Remove 2 ply Base and Modified Cap BUR					
Remove 1" Perlite					
Remove Taper and Crickets					
Install new Taper with Crickets					
Install new 2 ply Base					
Install new Granulated Mod Cap					
Install new emergency overflow scuppers					
Install new leads					
Install new Pitch Pans					
Replace original pressure rings at drains					
Install new Galvalume coping with wind cleat					
Counter Flashing will used at wall (mortared in wall)					
Lift and reset curb accessories that will sperate from curb that counter flash themselves					
Clean up job site daily					
Haul off all debris					
12,500 sq ft of deck					

Totals: Base Bid 0.00 0.00

Alternate #1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Power wash roof					
Install new 115 mil Fleece TPO with Low Rise Foam Adhesive to existing Modified roof					
Adhesive bead spacing is 12" OC in field 6" OC at perimeter 4" OC in corners					
Install fastener at curb and and parapet wall to prevent the modified from sagging prematurely					
Install all flashing per manufacture specifications					
Install new Coping and wind cleat at parapet walls					
Counter Flashing will used at wall (mortared in wall)					
12,500 sq ft of deck					

Totals: Alternate #1 0.00 0.00

Alternate #2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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Six Star Construction
432 Oak
Graham, Tx 76450
940-549-3717
940-521-6596

CONTINUED - Alternate #2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Install new 1/2" Secure Shield HD mechanically fastened over existing modified Install new 60 mil TPO Fully Adhered to Secure Shield Install new flashing per manufacture specifications Install new TPO Coated scuppers Install new Galvalume Coping Incorporate new TPO into existing drains Counter Flashing will used at wall (mortared in wall) 12,500 sq ft deck					
Totals: Alternate #2				0.00	0.00

Six Star Construction
432 Oak
Graham, Tx 76450
940-549-3717
940-521-6596

Recap of Taxes