

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 12th day of February, 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.

FILED FOR RECORD

_____ O'CLOCK _____ M

FEB 09 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

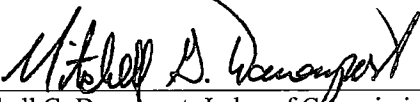
1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meetings for January 22, 2018, February 1, 2018 and February 2, 2018;
 - (b) Appointment of Citizen Cindy Barksdale of Chico, Texas to serve as Jack-Wise appointee to the board of the Helen Farabee Center for full 2-yr term ending August 31, 2020;
 - (c) Ratification of action previously approved regarding the substitution of securities pledged by County Depository;
 - (d) Approval/Renewal of Performance Bond for Deputy Sheriff Adam Rydlinski, Johnny M. Thompson, and Doug G. Angell;
 - (e) Receiving of certificates or reports on continuing education involving Commissioners John R. Berry and Henry D. Birdwell, Jr.;
 - (f) Authorization for use of County Road Right-of-Way by Laake Oilfield Service, LLC. for Utility Crossing on Owen Road – Precinct 3;
 - (g) Authorization for Use of County Road Right-of-Way by Petrobal Omega 1, LLC. for Utility Crossing on Barton Chapel Road – Precinct 3;
 - (h) Approval of signing of equipment lease on copier (40 ppm) to the County Judge's Office – County Judge;
4. TIMED AGENDA ITEMS:

10:00 a.m. Presentation by Alinda Cox and 4-H'ers about what they have learned, how it has helped them with what they have learned and exhibited in the Fair;
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2018 details, if any;
 - (a) Discussion of remodel plan for the County Clerk's Office – Danny Nash;
7. Acceptance of offer to purchase Lt 3, Pt Lt 2, Block 6, TW, Tx Id Acct No.11019-06002-00201-000000, 15 Lacewell St., Jacksboro for \$15,000 – City of Jacksboro, Trustee of Entities;
8. Consider appointment of architect firm for potential courthouse repairs (previously tabled) and discussion following regarding fees for same;
9. Update on status of County activities, if any, under the CTIF Grant, FEMA 2015 Flood Grant, GLO Grant;
10. Discussion of TxDOT County Assistance Program ("Rider 19") described in letter to County Judge dated January 17, 2018;
11. Acceptance of IBM Master Services Agreement on Stand Alone Server for use with Accounting System and JP Judicial Software – Lisa Perry;
12. Acceptance of offered donations (\$9,100) to Jack County for purchase/training of drug dog for Sheriff's Office – Thomas Spurlock;
13. Approval of ROW Easement and terms of payment (including payment of ROW costs by County Judge) to landowner for construction of replacement of county bridge on Stewart Creek at Old Gertrudes Road, TxDOT CSJ 0902-40-027 – County Judge;
14. Reports, if any, by other Department Heads;
15. Consider Joint Election Agreement and Contract for election services for the early May elections between the County of Jack and the following entities: City of Jacksboro, Jacksboro ISD, City of Bryson and Bryson ISD;
16. FUTURE AGENDA ITEMS; AND;

17. ADJOURNMENT.

Dated this the 9th day of February, 2018

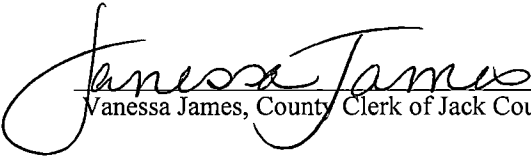
Commissioners Court of Jack County, Texas



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 9th day of February, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 9th day of February, 2018, at 9:09A.m.



Vanessa James, County Clerk of Jack County, Texas



MINUTES

On this the 12th day of February, 2018 the Commissioners Court of Jack County, Texas met in Regular session at 10:10 a.m. with the following elected officials present:

John Berry, Commissioner Pct. 1
James L Brock, Commissioner Pct. 2
Henry Birdwell, Jr., Commissioner Pct. 3
Terry Ward, Commissioner Pct. 4
Mitchell G. Davenport, County Judge

FILED FOR RECORD

_____ O'CLOCK _____ M

FEB 26 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

PUBLIC FORUM

No members of the public addressed the Court.

BY _____ DEPUTY

PAYMENT OF ACCOUNTS AND CLAIMS

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

Judge Davenport made a motion to pay all claims submitted. Commissioner Brock seconded and the motion passed unanimously.

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meetings for January 22, 2018, February 1, 2018 and February 2, 2018;
- (b) Appointment of Citizen Cindy Barksdale of Chico, Texas to serve as Jack-Wise appointee to the board of the Helen Farabee Center for full 2-yr term ending August 31, 2020;
- (c) Ratification of action previously approved regarding the substitution of securities pledged by County Depository;
- (d) Approval/Renewal of Performance Bond for Deputy Sheriff Adam Rydlinski, Johnny M. Thompson, and Doug G. Angell ;
- (e) Receiving of certificates or reports on continuing education involving Commissioners John R. Berry and Henry D. Birdwell, Jr.;
- (f) Authorization for use of County Road Right-of-Way by Laake Oilfield Service, LLC. for Utility Crossing on Owen Road – Precinct 3;
- (g) Authorization for use of County Road Right-of-Way by Petrobal Omega 1, LLC. for Utility Crossing on Barton Chapel Road – Precinct 3;
- (h) Approval of signing of equipment lease on copier (40 ppm) to the County Judge's Office – County Judge;

Motion was made by Judge Davenport to adopt consent agenda. Motion was seconded by Commissioner Berry and passed unanimously.

TIMED AGENDA

10:00 a.m.- Presentation by Alinda Cox and 4-H'ers about what they have learned and how it has helped them with what they have learned and exhibited in the County Fair. They also brought desserts to the Commissioners which they made for competing in the County Show.

COMMISSIONER PRECINCT OPERATIONS

Commissioner Brock reported to the Court that he found tires and wheels for the water trailers to replace the current two piece tires.

UPDATE ON COURTHOUSE REPAIR PROJECT 2018

- (a) Discussion of remodel plan for the County Clerk's Office – Danny Nash;

Judge Davenport made a motion to move forward with remodel in the County Clerk's Office. Commissioner Brock seconded and the motion carried unanimously.

ACCEPTANCE OF OFFER TO PURCHASE LT 3, PT LT 2, BLOCK 6, TW, TX ID ACCT NO. 11019-06002-00201-000000, 15 LACEWELL ST., JACKSBORO FOR \$15,000 – CITY OF JACKSBORO, TRUSTEE OF ENTITIES

Commissioner Birdwell made a motion to accept the offer of \$15,000 for the lot at 15 Lacewell Street. Commissioner Brock seconded and the motion passed unanimously.

CONSIDER APPOINTMENT OF ARCHITECT FIRM FOR POTENTIAL COURTHOUSE REPAIRS (PREVIOUSLY TABLED) AND DISCUSSION FOLLOWING REGARDING FEES FOR SAME

No action taken at this time.

UPDATE ON STATUS OF COUNTY ACTIVITIES, IF ANY, UNDER THE CTIF GRANT, FEMA 2015 FLOOD GRANT, GLO GRANT

Judge Davenport talked to Nortex about the GLO Grant, and Jack County has not been approved for the grant and scored toward the bottom of the list.

DISCUSSION OF TXDOT COUNTY ASSISTANCE PROGRAM (“RIDER 19”) DESCRIBED IN LETTER TO COUNTY JUDGE DATED JANUARY 17, 2018

Judge Davenport sent the Commissioners a copy of the letter he sent to TXDOT. He reported to Commissioners that he spoke to Ms. Cheng about the burn ban signs and was told the cost can go for Rider 19 money.

ACCEPTANCE OF IBM MASTER SERVICES AGREEMENT ON STAND ALONE SERVER FOR USE WITH ACCOUNTING SYSTEM AND JP JUDICIAL SOFTWARE – LISA PERRY

Commissioner Birdwell made a motion to accept the IBM Master Services Agreement and authorize Judge Davenport to sign. Commissioner Ward seconded and the motion passed unanimously.

ACCEPTANCE OF OFFERED DONATIONS (\$9,100) TO JACK COUNTY FOR PURCHASE/TRAINING OF DRUG DOG FOR SHERIFF’S OFFICE-THOMAS SPURLOCK

Sheriff Spurlock has been researching different places to get a drug dog. He has \$9,100 in donations at this time.

Commissioner Birdwell made a motion to accept the donations for purchase of a drug dog and for training of the dog handler. Commissioner Brock seconded and the motion passed unanimously.

APPROVAL OF ROW EASEMENT AND TERMS OF PAYMENT (INCLUDING PAYMENT OF ROW COSTS BY COUNTY JUDGE) TO LANDOWNER FOR CONSTRUCTION OF REPLACEMENT OF COUNTY BRIDGE ON STEWART CREEK AT OLD GERTRUDES ROAD, TXDOT CSH 0902-40-027 – COUNTY JUDGE

Commissioner Ward made a motion to approve the execution of the easement and approve the compensation set forth in the Judge’s letter that was sent and summarized as follows:

- County will pay the grantors the sum of \$1,235.50 for the permanent easement on the 0.1571 of an acre (\$5,000 x 0.1571);
- Landowners have agreed to donate the 0.1118 acre temporary easement for construction of the new bridge;
- County will pay Landowners at reasonable expense with receipts (up to \$1,500) to build the watergaps to the County’s specs or better on this project; and,
- For convenience, Landowners will build a low water crossing for this bridge for their sole use during construction and the cost of same will be added to the sum paid to Landowners for the permanent easement.

Commissioner Brock seconded and the motion carried unanimously.

DEPARTMENT HEADS

Constable Clyde Watson gave Commissioners his 2017 end of year report.

Sheriff Spurlock received an e-mail on surplus items, he will be purchasing a Humvee. He also reported that the materials for the LEC roof repair will start arriving soon so repairs can begin.

CONSIDER JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES FOR THE EARLY MAY ELECTIONS BETWEEN THE COUNTY OF JACK AND THE FOLLOWING ENTITIES: CITY OF JACKSBORO, JACKSBORO ISD, CITY OF BRYSON AND BRYSON ISD

Commissioner Birdwell made a motion to accept the Joint Election contract as presented. Commissioner Ward seconded and the motion passed unanimously.


FUTURE AGENDA ITEMS

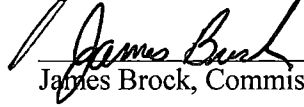
None.

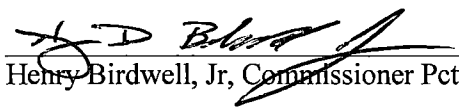
ADJOURNMENT

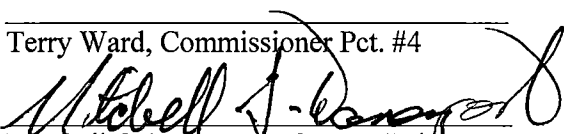
There being no further business motion was made by Commissioner Brock to adjourn. Commissioner Birdwell seconded the motion to adjourn and the motion passed unanimously.


Meeting was adjourned at 12:27 p.m.


John Berry, Commissioner Pct. #1

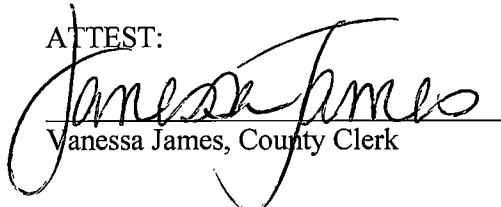

James Brock, Commissioner Pct. #2


Henry Birdwell, Jr, Commissioner Pct. #3


Terry Ward, Commissioner Pct. #4


Mitchell G. Davenport, County Judge

ATTEST:


Vanessa James, County Clerk



THE HON. KIM GIBBY
JACK COUNTY TREASURER

DATE: FEB. 12, 2018

TO: JACK COUNTY COMMISSIONERS COURT
PLEASE REVIEW AND APPROVE THE ATTACHED
INVOICE NUMBERS: 93192-93498



10	Precinct #1	\$	7,831.78
20	Precinct #2	\$	9,084.29
30	Precinct #3	\$	11,961.64
40	Precinct #4	\$	15,037.86
51	R&B Heavy Equipment		
52	CTIF Fund		
70	Law Library	\$	270.00
71	Appellate Judicial System	\$	40.00
72	County Court RTA		
73	District Court RTA		
78	County Clerk RM&P		
79	District Clerk RM&P		
80	Records Preservation		
82	Guardianship Fund		
84	CH Renovation		
85	CH Renovation I&S fund bal		
90	General Fund	\$	91,957.20
92	Dist. & Co. Court Tech		
93	Probate Education		
94	Records Management		
95	Courthouse Security	\$	9,755.15
96	Justice Court Tech		
98	Interest & Sinking	\$	500.00
99	State Fines & Fees		
		\$	146,437.92

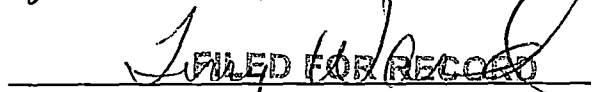
APPROVED THIS 12th DAY OF FEBRUARY, 2018


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
O'CLOCK M

FEB 12 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

NO Donations

Carl or Shawnea Smith	PO Box 96, Jacksboro, Tx	\$500.00
Kelly Mower and Kate Mower	271 Lone Tree Rd, Jacksboro, Tx	\$800.00
Bret or Janay Hull	4000 Crooked Creek Rd, Jacksboro, Tx	\$100.00
McM Pump and Supply-Miguel Arellano	PO Box 1736, Graham, Tx 76450	\$50.00
Solaris Healthcare	2250 South FM 51 Suite 400, Decatur, Tx 76234	\$500.00
Nichols Oil Tools	191 Church Rd, Jacksboro, Tx	\$1,000.00
Neri-s Bistro	111 E. Archer St., Jacksboro, Tx	\$150.00
MyBank Texas-Jacksboro National Bank		\$250.00
Sleepy's Towing	PO Box 820, Jacksboro, Tx	\$1,000.00
Bob or Roxanna Maddox	1331 N. Main St., Jacksboro, Tx	\$300.00
Crest Pumping	6500 W. Freeway, Ste. 601, Fort Worth, Tx. 76116	\$250.00
T & S Tire and Lube	627 N. Main St., Jacksboro, Tx.	\$100.00
Henry Hurd		\$100.00
Jacksboro Vision Group, Inc.	PO Box 395, Jacksboro, Tx	<u>\$4,000.00</u>
		\$9,100.00

FILED FOR RECORD

____ O'CLOCK ____ M

FEB 12 2018VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY



Master Services Attachment for ServiceElite

FEB 12 2018

O'CLOCK M

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

1. Services

IBM will provide Services, as described in this Attachment and Statements of Work (SOW), Schedules, and Change Authorizations (collectively Transaction Documents or TDs), to support Client's Eligible Machines and Eligible Programs (collectively Eligible Products).

IBM will identify Eligible Products, Specified Locations (entire information processing environment, or a portion thereof, at multiple sites or a single building), applicable Services, and the contract period, in TDs.

Eligible Machines must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect a Machine within one month from the start of Service. If the Machine is not in acceptable condition for Service, IBM will restore it for a charge or Client may withdraw its request for maintenance Service.

Machine Maintenance is Service to keep Machines in, or restore them to, conformance with their official published specifications, and does not cover:

- a. improperly maintained or damaged Machines, Machines with altered identification labels, alterations, accessories;
- b. supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible;
- c. Machine installation, engineering change activity, or preventive maintenance; or
- d. service of features, parts, or devices not supplied by the Machine's manufacturer, or IBM during the performance of Service.

IBM does not warrant uninterrupted or error-free operation or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access.

For acquisitions through an IBM Business Partner (BP) authorized to resell IBM Services, the BP establishes the price and general business terms at which they market IBM Services and communicates the terms for each BP transaction directly to Client. However, IBM establishes the terms of each Service IBM provides and will provide the Services as described in this Attachment and applicable TD. Whenever a party is required to provide notification to the other, each agrees to notify the applicable BP.

If a BP that Client has contracted through is no longer able to offer IBM Services, IBM will notify Client in writing. Client may continue to receive the Services by instructing IBM in writing to transfer administration of the Services to 1) another BP of Client's choice approved to offer IBM Services, or 2) IBM under a standard direct relationship where IBM invoices Client.

1.1 Warranty Service Upgrade (WSU)

During the warranty period for certain Eligible Machines, Client may select an upgrade to the standard warranty. WSU may not be terminated or transferred during the warranty period. When the warranty period ends, the Machine is added to maintenance at the Type of Service selected for WSU.

1.2 Maintenance of IBM Machines

IBM will provide maintenance of Eligible IBM Machines specified in the Schedule.

IBM may provide an exchange replacement for installation by Client. Replacements may be i) a part of a Machine (called a Client Replaceable Unit (CRU), e.g., keyboard, memory, or hard disk drive), or ii) an entire Machine. When a return is required, Client is charged for the replacement if IBM does not receive the replaced part within 15 calendar days of Client's receipt of the replacement. Client may request that IBM install the replacement as a billable installation.

1.3 Maintenance of Non-IBM Machines

IBM will provide repair Service for the manufacturer's base configuration for each covered model of Eligible non-IBM Machines specified in the Schedule.

Repair of non-IBM Machines is subject to the availability of parts and technical support required of the manufacturer. Repair parts will be functionally equivalent to those replaced, may be new or used, and may have been manufactured by other than the original manufacturer. Upon written notice, IBM may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or manufacturer technical support.

1.3.1 Multiple Vendor Service

IBM provides maintenance support and repair coordination of maintenance activities for Machines in a multi-vendor environment (Multiple Vendor Service or MVS). For repair coordination, Client must notify service providers that IBM will be placing the requests for service. IBM then places warranty or maintenance calls with service providers on Client's behalf, and remains responsible for coordinating maintenance activities and problem resolution until resolved.

Notwithstanding other terms of this Attachment:

- a. Charges are based on MVS Inventory. IBM will adjust the monthly charges when the inventory changes;
- b. MVS Services do not automatically renew. Additions or renewals are documented in a new MVS Inventory List with the new inventory, period, and applicable charges; and
- c. Client commits to continue MVS for the specified transaction contract period. Neither party may terminate MVS during the first 12 months (the Minimum Period). Thereafter, a party may terminate upon three months' written notice.

1.4 IBM Software Maintenance

IBM provides software maintenance for Eligible Programs for which Client is licensed. IBM makes available the most current commercially available version, release, or update to all of the Eligible Programs for which Client acquires support in the specified operating environment, as made available. Information to order versions, releases or updates is found at <http://www-05.ibm.com/servers/eserver/ess/OpenServlet.wss> then select the Entitled Software Update (ESU) screen tab.

Eligible Programs are listed at www.ibm.com/services/supline/products/ or may be obtained from Client's IBM representative. The listing of Eligible Programs contains the last date of service for each respective release. IBM supports only current releases of Eligible Programs. It is Client's responsibility to ensure that its Eligible Programs are current when requesting Service.

IBM provides assistance for Client's a) routine, short-duration installation and usage (how-to) questions and b) code defect-related questions.

IBM provides assistance via telephone and, if available, electronic access, only to Client's Information Systems (IS) technical support personnel. This assistance is not available to Client's end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide at <http://www14.software.ibm.com/webapp/set2/sas/f/handbook/home.html> for details. A 24x7 (every day of the year) all-severity option may be available for an extra charge.*

Service is provided solely for Eligible Programs that are located within the United States (USA). For calls that originate from outside of the USA: a) toll free telephone access is not available, b) "local time zone" is defined as the time zone where Client's USA Eligible Programs are installed, Monday through Friday (excluding national holidays), c) replies or other return communication to the caller will be via a USA telephone number provided by Client or electronic means only, d) software "traps" or other tools that may be necessary to diagnose problems will be sent only to the USA Eligible Programs location, e) the diagnosis and repair of data encryption will be discussed only with personnel at the USA Eligible Programs location, and f) all support will be provided in the English language only.

1.4.1 Software Maintenance After License Fee

Software Maintenance After License Fee (ALF) is a one-time charge to resume Software Maintenance if coverage lapsed due to non-renewal or termination. The new support period begins on the date that IBM accepts Client's order.

1.5 Support via USA Citizens Option

As available for selected Eligible Products and Services, Client may purchase IBM Support via USA Citizens for software or hardware in addition to maintenance. This feature provides standard IBM remote hardware and software support delivered and managed exclusively by USA Citizens located in the continental USA. IBM Support via USA Citizens is available via voice support, during prime shift only, for software. Hardware support is 24x7. Each time Client calls IBM, this process is engaged only after Client identifies itself as a Support via USA Citizens Client and IBM verifies Client's entitlement. Client's hardware error data for analysis and call data will be managed by USA Citizens only.

1.6 Machine Control Program Remote Support

Remote Support Service is provided only for Machine Control Programs (MCP), meaning code delivered with an IBM Machine that executes below the external user interface (e.g., implemented in a part of storage that is not addressable by user programs). IBM will provide remote assistance (via telephone from IBM's support center or via electronic access) in response to Client's routine installation, configuration, and usage (how-to) questions pertaining to MCPs on covered IBM Machines, during normal business hours (8:00 a.m. to 5:00 p.m. in the local time zone where Client receives Service, Monday through Friday, excluding national holidays). For an additional charge*, Client may upgrade hours of coverage to 24x7.

2. Client Responsibilities

Client agrees:

- a. to provide IBM with the inventory of Eligible Products to be covered at each Specified Location and to notify IBM of changes;
- b. that all Client notices must be in writing and received by IBM 60 days prior to the effective date of a change, unless otherwise specified;
- c. to limit use of any access codes to electronic diagnostic tools, information databases, or other Service delivery facilities to those authorized to use them under Client's control and only in support of Eligible Products and Services identified in TDs;
- d. to provide IBM with necessary information requested, and keep such information current;
- e. to allow remote access to Client's system to assist in isolating the problem cause. Client remains responsible for adequately protecting its system and all data contained therein whenever IBM remotely accesses it. If Client denies remote access to its system by IBM, IBM may be limited in its ability to resolve the problem. If IBM is unable to resolve the problem without access, IBM will notify Client and close the service call;
- f. that some Services may require the installation and use of remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution. Any third party communications or connectivity charges are Client's responsibility;
- g. to use the information obtained under these Services only for the support of the information processing requirements within Client's Enterprise;
- h. to securely erase all non-IBM programs and all data (including confidential, proprietary and personal data regarding any individual or entity) from any Machine or part of a Machine returned to IBM for any reason and ensure that it is free of any legal restrictions that would prevent its return;
- i. that, to perform its responsibilities, IBM may ship all or part of the Machine or its software to other IBM or third party locations around the world;
- j. that Client is responsible for obtaining all necessary permissions to use, provide, store and process content in connection with Services, and grants IBM permission to do the same. Client is responsible for adequate content back-up. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures;
- k. that Services may be performed on-site at Client's Specified Locations and off-site at IBM locations, and that IBM uses global resources (non-permanent residents used locally and personnel in locations worldwide) for delivery of Services;
- l. that the terms of the Machine Code License (provided at: http://www-947.ibm.com/systems/support/machine_warranties/support_by_product.html) apply to Eligible IBM Machines and all Machine Code and Machine Code updates on such Eligible IBM Machines;

- m. to follow the service request procedures that IBM provides, to include installing entitled Machine Code and other software updates (downloaded from an IBM web site or copied from other electronic media), and to follow IBM's (or manufacturer's) guidelines pertaining to operator responsibilities, maintenance procedures, and supplies, prior to placing a Service request;
- n. that, with respect to Services under this Attachment, the parties agree to look to their own risk management (including insurance) to cover damage, destruction, loss, theft, or government taking (collectively, Loss) of their respective tangible property (whether owned or leased), and neither party shall be liable to the other for such Loss except liability for negligence under applicable law; and
- o. that Client cannot resell Services or transfer Services to another Machine.

3. Automatic Inventory Increase for Machine and Software Maintenance Services

If Client selects the Automatic Inventory Increase Option, IBM will automatically increase the inventory count and associated Services at Specified Locations. The following terms apply. Upon request, each party will provide reasonable cooperation to the other in updating the last formal inventory.

OPTION #1 - MACHINE MAINTENANCE SERVICES

If the Machine is under warranty when added, Services will commence at warranty exit. If the Machine is not under warranty when added, Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period. IBM Machines specifically excluded from coverage at transaction contract period start remain outside the scope of this section unless Client requests IBM add them during the transaction contract period. Services are the same as for all other Machines of the same type at the Specified Location.

Newly installed IBM Machines of the same type as WSU are added at date of actual installation and covered at the same WSU support level.

OPTION #2 - SOFTWARE SERVICES

IBM will increase the inventory count and associated Services when an Eligible Program licensed for use on an Eligible IBM Machine is added to the inventory. Applicable Services are the same as for other copies of the Program licensed for use on Eligible IBM Machines of the same type at the Specified Location.

Services will commence immediately upon addition of the Eligible Program to the inventory (After License Fees may apply), except if the Program is covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then Services via ServiceElite will commence at the end of that support period.

4. Charges

For each transaction, Total services charges are adjusted when:

- a. a review of the inventory count indicates a change from the last accounting; or
- b. a Specified Location is affected by a change that results in additional charges (e.g., a change in tax rates), Eligible Machine type, or Service is added, deleted, or changed.

For Sales through IBM, charges are based on Service selections, price protection option, payment option, and any prepay period. Renewal charges are calculated at the start of each renewal period.

For Sales through an IBM BP, the IBM BP sets the charges and charges terms. The IBM BP may impose an additional charge for some actions (e.g., termination), or for IBM's provision of some additional services (e.g., Service upgrades) as identified in this Attachment and its associated TD's with an asterisk ("**"). Check with the IBM BP regarding asterisked terms to determine if you will incur an additional charge or may be entitled to a credit or refund. Payment is made directly to the IBM BP.

4.1 Price Protection

For each transaction package, Client selects one of the following Price Protection Options. Client's selection is specified in the Schedule for that transaction.

OPTION #1 ANNUAL - PRICE PROTECTION DURING EACH TRANSACTION CONTRACT YEAR ONLY

IBM may revise charges, however any rate increase will not take effect until the next yearly anniversary of the start of the transaction contract period. At the start of each transaction contract year, Client is invoiced at the charge rates that are then in effect and that invoice will serve as Client's notice of changes. Newly added Eligible Products and Services and changes to configurations and Services assume the charge rate that applied at the previous yearly anniversary of the transaction contract period. Eligible Products and Services that become generally available during the transaction contract period are added at the charge rate that applied on their initial availability date.

OPTION #2 FULL - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD, INCLUDES PROTECTION FOR NEWLY ADDED MACHINE TYPES

For the transaction contract period, charges for included Eligible Product configurations and Services do not increase. Newly added Eligible Products and Services and changes to existing Eligible Product configurations and Services assume the charge rate that applied at the transaction contract period start. Eligible Products and Services that become generally available during the transaction contract period are added at the charge rate that applied on their initial availability date. Client receives the benefit of a decrease in applicable charges for amounts that become due on or after the effective date of the decrease.

OPTION #3 PREPAY - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD PREPAY

Prepaid Services are not subject to increases in charges (during the prepaid period) for included Eligible Product configurations and Services. Newly added Eligible Products and Services and changes to existing Eligible Product configurations and Services assume the charge rate that applied for these at transaction contract period start, with adjustment for the reduced prepay period. Eligible Products and Services that become generally available during the transaction contract period assume the charge rate that applied at transaction contract period start, with adjustment for the reduced prepay period. If Client elects to have these charge terms apply for charges during any renewal transaction contract period (as recalculated at the start of each renewal period), Client must provide IBM written notification (at least one month prior to the start of the renewal period), and prepayment for the entire renewal period. Otherwise, charges for the renewal period will revert to a quarterly billing cycle under the terms set out for Option #1 above.

4.2 Re-establishment Fee

If Client's warranty or maintenance Service coverage for a Machine lapses by 90 days or more, and Client subsequently requests to restart Services, a re-establishment fee applies based on the number of days of lapsed coverage, up to 365 days of the applicable Service fees for the Machines.

5. Renewal

Services automatically renew unless a party elects not to renew. The Renewal Contract Period specifies the number of years (0 means no renewal elected) for which Services will renew, unless IBM receives nonrenewal notice 30 days prior to the end of contract period. Services will then terminate at the end of the current transaction contract period.

To avoid termination at contract period end date, if Client requires a Purchase Order (PO), IBM must receive the PO at least 30 days prior to the contract period end date.

6. Termination

One of the following termination provisions will apply based on the length of the transaction contract period specified in the Schedule.

PROVISION #1 - ONE YEAR TRANSACTION CONTRACT PERIOD

Client may terminate Services for an Eligible Product on notice to IBM, if Client permanently removes the Eligible Machine from productive use within Client's Enterprise. Otherwise, Services must be under contract for at least one year. If Client selects automatic renewals, Client may terminate Services after the first full year of Service by providing IBM notice prior to the end of Client's first year of Service. Client will receive a credit for any remaining prepaid period associated with Services terminated in accordance with this provision.* Client may also terminate Services by providing IBM notice, after the Services have been under contract for at least one year. Client will receive a credit for any remaining prepaid period associated with Services terminated in accordance with this provision.*

PROVISION #2 - MULTI-YEAR TRANSACTION CONTRACT PERIOD

Client has committed to continue Services for the entire transaction contract period. However, Client may terminate Services for an Eligible Product, on notice to IBM, if Client permanently removes the Eligible Machine from productive use within Client's Enterprise. Otherwise, if Client chooses to terminate Services not being replaced by equivalent Services after the first year, Client may do so by providing IBM notice and paying an adjustment fee equal to one month's charges for each year in the Transaction Contract Period.* After allowing for applicable adjustments, Client will receive a credit for any remaining prepaid period associated with Services Client terminates in accordance with this provision.*

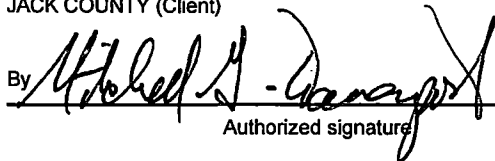
This 1) Attachment, 2) applicable Transaction Documents, and 3) the agreement identified below comprise the complete agreement regarding the Services and replace any prior oral or written communications between Client and IBM. Each party accepts the terms of this Attachment by signing this Attachment (or another document that incorporates it by reference) by hand or, where recognized by law, electronically.

As used in this Attachment and its applicable Transaction Documents, "Client", "Customer", "you" and "your" refer to the contracting entity identified below.

Agreed to:

JACK COUNTY (Client)

By


Authorized signature

Name (type or print):

Date:

Enterprise number: 04689132

Client address:

100 MAIN ST RM 209
JACKSBORO TX 76458-1746

Agreed to:

International Business Machines Corporation (IBM)

By

Authorized signature

Name (type or print):

Date:

Reference Agreement number: HQ12291

Attachment number: TA91ZDJ

IBM address:

IBM CORPORATION
6303 BARFIELD RD NE
ATLANTA, GA 30328-4233

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JACK §

That the undersigned, Robert L. Tackett and Glinda Tackett, née Robinson, (hereinafter called "Grantors"), whether one or more, for and in consideration of the sum of \$10.00 in hand paid by the County of Jack, (hereinafter called "the County"), and the further consideration already delivered in the form of the County's abandonment of a portion of a county-road called "Old Gertrudes Road" (for which this is in substitution, the receipt of which is hereby acknowledged) has granted, conveyed, and does hereby grant and convey unto the County, its successors and assigns, a right of way and perpetual easement for the purpose of laying out, construction, maintenance, and provision for access and drainage of a county road and structures needed for enjoyment of the right herein granted upon, over and through the following lands of Grantors, lying and being situated in Jack County, Texas, and described as follows:

BEING a 6,845 Square foot (0.1571 of an Acre) tract of land located in James W. Williams Survey, Abstract Number 877, Jack County, Texas, being part of a called 43.82 acre tract of land conveyed to Robert L. Tackett and Glinda Robinson by the Warranty Deed, filed July 21, 2004 and recorded in Volume 723, Page 280 of the Deed Records of Jack County, Texas (D.R.J.C.T.), said 0.1571 acre tract of land being more particularly described as follows:

COMMENCING at a fence post found as called at the southeasterly corner of said called 43.82 acre tract of land, said fence post also being the southwesterly corner of a called 1.536 acre tract of land described in the Right-of-Way deed to the State of Texas as recorded in Volume 207, Page 488 D.R.J.C.T., said fence post also being the intersection of the existing westerly right-of-way line of State Highway 1191 (a variable width right-of-way) with the apparent existing northerly right-of-way line of Old Gertrudes Road (a variable width right-of-way) (no deed of record found);

THENCE North 89°15'27" West, along the common southerly line of said called 43 .82 acre tract of land and apparent existing northerly right-of-way line of said Old Gertrudes Road, a distance of 193.57 feet to a 5/8 inch iron rod with plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY" (TxDOT cap) set in the Proposed Northerly right-of-way line of Old Gertrudes Road for the **POINT OF BEGINNING** of the herein described tract of land, said point having project coordinate of N=7,166,037.28, E=2,007,216.24;

(1) **THENCE** North 89° 15' 27" West, continuing along the common southerly line of said called 43 .82 acre tract of land and apparent existing northerly right-of-way line of said Old Gertrudes Road a distance of 291.99 feet to TxDOT cap set in said Proposed Northerly right-of-way line of Old Gertrudes Road, from said point a fence post found as called at the common southwesterly corner of said called 43 .82 acre tract of land, and southeasterly corner of a called 151-1/2 acre tract of land described in the deed to Michael L. Garrett, Trustee as recorded in Volume 401, Page 241 D.R.J.C.T. bears North 89°15'27" West, along the common southerly line of said called 43.82 acre tract of land and apparent existing northerly right-of-way line of said Old Gertrudes Road, a distance of 720.33 feet;

THENCE over and across said called 43 .82 acre tract of land and along said Proposed Northerly right-of-way line of Old Gertrudes Road the following courses:

BEGINNING, and containing 6,845 square feet or 0.1571 acres of land, more or less.

The grantee, its successors and assigns are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally. This grant shall expressly include the County's sole power and authority to determine any use by itself or others of the easement by utilities without compensation to the Grantors or his/her joinder for any purpose.

The County shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress or egress over and across said lands to and from said right of way and easement.

To Have and To Hold said right of way and easement, unto said the County, its successors and assigns, and the undersigned hereby binds themselves, their heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In the event, however, that the above-described tract is abandoned by action of the Commissioners Court of Jack County, the tract shall revert to the then adjoining landowners respectively from the edge of the easement to its centerline.

EXECUTED on this the 12th day of February, 2018.

Robert L. Tackett
Robert L. Tackett
Glinda Robinson Tackett
Glinda Robinson

The State of Texas *

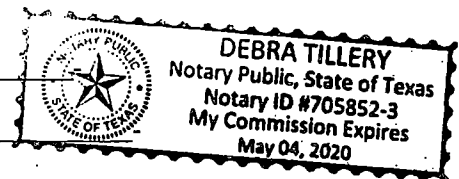
County of Jack *

This instrument was acknowledged before me on February 14th, 2018 by Robert L. Tackett.

Debra Tillery
Texas Notary Public

Print name of Notary here: Debra Tillery

My commission expires: 5/4/2020



The State of Texas *

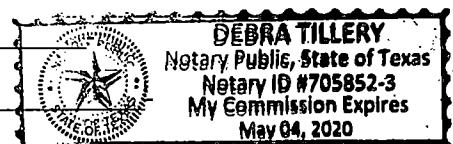
County of Jack *

This instrument was acknowledged before me on February 14th, 2018 by Glinda Robinson. Tackett

Debra Tillery
Texas Notary Public

Print name of Notary here: Debra Tillery

My commission expires: 5/4/2020



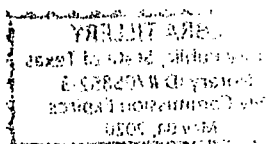
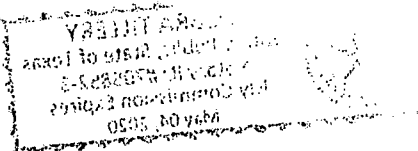
BOOK PAGE
1040 0286

Doc# 20180001066
#Pages 2 #MFPages 1
2/20/2018 4:33:47 PM
Filed & Recorded in
Official Public Records of
Jack County Clerk
Vanessa James
Fees 30.00

STATE OF TEXAS, COUNTY OF JACK I hereby
certify that this instrument was FILED on the
date stamped hereon by me and was duly
RECORDED in the Volume and Page of the
Official Public Records of Jack County, Texas.

Vanessa James, Jack County Clerk

By: Giffany Martin
Deputy



TEMPORARY
RIGHT OF WAY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JACK §

That the undersigned, Robert L. Tackett and Glinda Tackett, née Robinson, (hereinafter called "Grantors"), whether one or more, for and in consideration of the sum of \$10.00 in hand paid by the County of Jack, (hereinafter called "the County"), and the further consideration already delivered in the form of the County's abandonment of a portion of a county road called "Old Gertrudes Road" (for which this is in substitution, the receipt of which is hereby acknowledged) has granted, conveyed, and does hereby grant and convey unto the County, its successors and assigns, a right of way and perpetual easement for the purpose of laying out, construction, maintenance, and provision for access and drainage of a county road and structures needed for enjoyment of the right herein granted upon, over and through the following lands of Grantors, lying and being situated in Jack County, Texas, and described as follows:

BEING a 4,869 Square foot (0.1118 of an Acre) tract of land located in James W. Williams Survey, Abstract Number 877, Jack County, Texas, being part of a called 43.82 acre tract of land conveyed to Robert L. Tackett and Glinda Robinson by the Warranty Deed, filed July 21, 2004 and recorded in Volume 723, Page 280 of the Deed Records of Jack County, Texas (D.R.J.C.T.), said 0.1118 acre tract of land being more particularly described as follows:

COMMENCING at a fence post found as called at the southeasterly comer of said called 43.82 acre tract of land, said fence post also being the southwesterly comer of a called 1.536 acre tract of land described in the Right-of-Way deed to the State of Texas as recorded in Volume 207, Page 488 D.R.J.C.T., said fence post also being the intersection of the existing westerly right-of-way line of State Highway 1191 (a variable width right-of-way) with the apparent existing northerly right-of-way line of Old Gertrudes Road (a variable width right-of-way) (no deed of record found);

THENCE North 89°15'27" West, along the common southerly line of said called 43.82 acre tract of land and apparent existing northerly right-of-way line of said Old Gertrudes Road, a distance of 193.57 feet to a 5/8 inch iron rod with plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY" (TxDOT cap) for the beginning of the Proposed northerly right-of-way line of Old Gertrudes Road, from said point a fence post found as called at the common southwesterly comer of said called 43.82 acre tract of land, and southeasterly comer of a called 151-1/2 acre tract of land described in the deed to Michael L. Garrett, Trustee as recorded in Volume 401, Page 241 D.R.J.C.T. bears North 89°15'27" West, along the common southerly line of said called 43.82 acre tract of land and apparent existing northerly right-of-way line of said Old Gertrudes Road, a distance of 1,022.21 feet;

THENCE North 58°46'36" West, along said Proposed northerly right-of-way line of Old Gertrudes Road, over and across said called 43.82 acre tract of land, a distance of 32.21 feet to the **POINT OF BEGINNING** of the herein described tract of land, said point having project coordinate of N=7,166,053.98, E=2,007,188.69;

THENCE continuing over and across said called 43.82 acre tract of land and along said Proposed northerly right-of-way line of Old Gertrudes Road the following courses:

- (1) North 58° 46' 36" West, a distance of 40.07 feet to a TxDOT cap set for an angle point;
- (2) North 86° 01' 49" West, a distance of 10.32 feet to a TxDOT cap set for an angle point;

- (7) THENCE South 88° 17' 3 7" East, a distance of 180.45 feet to a point for corner;
- (8) THENCE South 05° 45' 12" West, a distance of 41.23 feet to the **POINT OF BEGINNING**, and containing 4,869 square feet or 0.1118 of an acre of land, more or less.

The grantee, its successors and assigns are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally. This grant shall expressly include the County's sole power and authority to determine any use by itself or others of the easement by utilities without compensation to the Grantors or his/her joinder for any purpose.

The County shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress or egress over and across said lands to and from said right of way and easement.

To Have and To Hold said right of way and easement, unto said the County, its successors and assigns, and the undersigned hereby binds themselves, their heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In the event, however, that the above-described tract is abandoned by action of the Commissioners Court of Jack County, the tract shall revert to the then adjoining landowners respectively from the edge of the easement to its centerline.

This easement shall expire following the construction and acceptance of a replacement bridge at or near this location.

EXECUTED on this the 12th day of February, 2018.

- Robert L. Tackett -
Robert L. Tackett
- Glinda Robinson Tackett -
Glinda Robinson

The State of Texas *

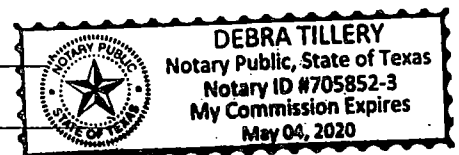
County of Jack *

This instrument was acknowledged before me on February 14th, 2018 by Robert L. Tackett.

- Debra Tillery -
Texas Notary Public

Print name of Notary here: Debra Tillery

My commission expires: 5/4/2020



The State of Texas *

County of Jack *

This instrument was acknowledged before me on February 14th, 2018 by Glinda Robinson.

- Debra Tillery -

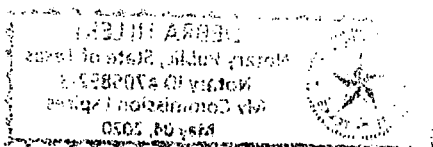
BOOK PAGE
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Doc# 20180001065
#Pages 2 #NFPages 1
2/20/2018 4:33:47 PM
Filed & Recorded in
Official Public Records of
Jack County Clerk
Vanessa James
Fees 30.00

STATE OF TEXAS, COUNTY OF JACK I hereby
certify that this instrument was FILED on the
date stamped hereon by me and was duly
RECORDED in the Volume and Page of the
Official Public Records of Jack County, Texas.

Vanessa James, Jack County Clerk

By: Tiffany Martin
Deputy





Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71891492 briefly described as DEPUTY SHERIFF JACK COUNTY SHERIFF

for ADAM RYDLINSKI
_____, as Principal,
in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning March 27, 2018, and ending March 27, 2019, 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 27 day of December, 2017.



WESTERN SURETY COMPANY

By Paul T. Bruhat
Paul T. Bruhat, Vice President

FILED FOR RECORD

____ O'CLOCK ____ M

FEB 13 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

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

BY _____ DEPUTY

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 JACK COUNTY SHERIFF
bond with bond number 71891492
for ADAM RYDLINSKI
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 27 day of December, 2017.

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 27 day of December, 2017, 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.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

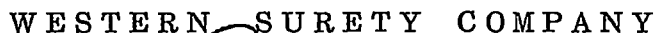




Western Surety Company hereby continues in force Bond No. 68710469 briefly
described as DEPUTY SHERIFF COUNTY OF JACK
,
for JOHNNY MICHAEL THOMPSON
, as Principal,
in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning
March 24, 2018, and ending March 24, 2019, subject to all
the covenants 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 27 day of December, 2017.



By

Paul T. Brufat, Vice President

FILED FOR RECORD

O'CLOCK M

FEB 13 2018

VANESSA JAMES, Co. Clerk
 LACK COUNTY, TEXAS

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

BY _____ DEPUTY

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. Bruffat 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. Bruffat with the corporate seal affixed this 27 day of December, 2017.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruffat
Paul T. Bruffat, Vice President



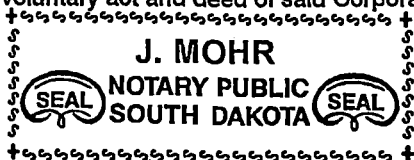
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 27 day of December, 2017, before me, a Notary Public, personally appeared
Paul T. Bruffat 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 June 23, 2021

J. Mohr
Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and WESTERN SURETY COMPANY, that instead of as originally written:

The description has been changed to read:
DEPUTY SHERIFF COUNTY OF JACK

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the _____ bond _____, except as hereinabove set forth.

This Rider becomes effective on the 24th day of January, 2018, at five and one minute o'clock a.m., standard time.

Attached to and forming part of _____ bond _____ No. 71860284
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to
Douglas G. Angell

Signed this 24th day of January, 2018.

WESTERN SURETY COMPANY

By Paul T. Brufay
Paul T. Brufay, Vice President

Form 128-1-2015



FILED FOR RECORD

_____ O'CLOCK _____ M

FEB 13 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **John R. Berry**, certify that I have
completed a course of training on the Texas Public Information Act that satisfies the
legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 31st day of January, 2018.



FILED FOR RECORD

____ O'CLOCK ____ M

FEB 13 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 18-242626P

We hereby certify that

HENRY D. BIRDWELL, JR

**successfully completed 8 hours
Continuing Education during the
West Texas Rural Counties
Association 2017 Professional
Education Conference held in
Abilene, Texas, October 18th & 19th**



**Kathleen Hicks,
HR&R, LLC**

FILED FOR RECORD

_____ O'CLOCK _____ M

FEB 13 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

**RESOLUTION FOR SUBSTITUTION AND/OR WITHDRAWAL OF SECURITIES
PLEGDED AND HELD IN TRUST BY TIB-THE INDEPENDENT BANKERSBANK**

WHEREAS, Jacksboro National Bank Bank of Jacksboro, Texas, has been
designated and has qualified as the Depository of

JACK COUNTY

FEB 13 2018

by pledging securities of the kind and in the manner permitted by law, and

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

WHEREAS, by consent of said Depositor, the Depository Bank has lodged said pledged securities with TIB-
THE INDEPENDENT BANKERSBANK to be held in trust, and

WHEREAS, said depository desires to make substitutions of securities thus pledged and/or withdrawals, and

WHEREAS, the securities hereinafter mentioned which the Depository desires to substitute in lieu of those
heretofore pledged, meet with the requirements of the law and have been and are hereby approved.

WHEREAS, the securities hereinafter mentioned which the Depository wishes to withdraw represent excess
collateral or security over and above deposit requirements.

NOW, THEREFORE, said Depository is hereby authorized to withdraw, and TIB-THE INDEPENDENT
BANKERSBANK is authorized to release the following securities heretofore pledged by it:

**\$425,000 Kingsville TX GO Bond; 4.00% coupon; cusip. #496782LX9; receipt #204040812; Moody, S&P, Fitch ratings NA,
AA, NA; callable 08/01/2020, original maturity 08/01/2023**

**\$750,000 Young Co TX GO Bond; 3.00% coupon; cusip. #987473BA2; receipt #204038698; Moody, S&P, Fitch ratings NA,
A+, NA; maturity 02/15/2022**

and to receive in lieu thereof the following securities, which are hereby in all respects approved:

**\$230,000 Lasara TX ISD GO Bond; 3.00% coupon; cusip. #518030ES6; receipt #204064427; Moody, S&P, Fitch ratings
Aaa, NA, NA; not callable; original maturity 02/15/2024**

**\$500,000 Titus CO TX GO Bond; 4.00% coupon; cusip. #888514JF4; receipt #241006047; Moody, S&P, Fitch ratings NA,
AA, NA; callable 03/01/2026; original maturity 03/01/2031**

**\$500,000 El Paso Cnty TX GO REF Bond; 5.00% coupon; cusip. #283497U52; receipt #204087122; Moody, S&P, Fitch
ratings Aa2, NA, NA; callable 08/15/2027; original maturity 02/15/2032**

I, Mitchell Davenport

County Judge acting for Commissioners of Jack County hereby certifies
that the foregoing is a true and correct copy of Resolution properly introduced and passed by unanimous vote of above
named body and is in the form in which same was passed and as the same appears on the Minutes of said body.

IN TESTIMONY WHEREOF, I hereunto affix my hand and seal this 2nd day of February, 2018.

Mitchell D. Davenport
Official Designation



Mitchell Davenport

From: Collins, Melissa A. <CollinsM@helenfarabee.org>
Sent: Tuesday, January 16, 2018 10:23 AM
To: countyjudge@jackcounty.org; Wise County Judge (cojudge@co.wise.tx.us)
Cc: Sherry Lemon; Vanessa James (vjames@jackcounty.org); Jack County Clerk
Subject: Helen Farabee Center Appointment to Board of Trustees
Attachments: Cindy Barksdale.pdf

Dear Judge Clark & Judge Davenport,

The current two-year term for Place 2 on the Helen Farabee Centers' Board of Trustees (representing Jack and Wise Counties) is vacant due to the resignation of Ms. Becky Rodriquez. The term of office for this appointment is September 01, 2016 through August 31, 2018. We would like to fill the appointment for the remainder of this term and for a full two year term, through August 31, 2020.

An Ad Hoc committee was appointed by the Chair of the Board of Trustees, who in accordance with Board policy, reviewed the Application for Appointment on:

- **Ms. Cindy Barksdale, PO Box 92, Chico, TX 76431**

In accordance with INTERLOCAL AGREEMENT, ATTACHMENT A, we determined that the applicant is qualified to fill the current vacancy on the Board.

Based upon the results of our application review and interview we recommend **Ms. Cindy Barksdale** for appointment to the Helen Farabee Centers' Board of Trustees. However, this is only our recommendation, the final selection and appointment is the responsibility of the County Commissioners. The Application for Appointment and Conflict of Interest Questionnaire for the applicant is attached.

We ask that you place this issue on the County Commissioners' agenda for consideration and vote at your next meeting. Please notify us in writing of the County Commissioners' decision.

Notification of the appointment should be sent to Helen Farabee Centers as follows:

Melissa Collins, Board Liaison
Helen Farabee Centers
P. O. Box 8266
Wichita Falls, TX 76307-8266

Should you have any questions regarding this appointment please feel free to contact Roddy Atkins, Executive Director at (940) 397-3101.

Thanks!

Melissa Collins

Board Liaison / Administrative Assistant

FILED FOR RECORD

____ O'CLOCK ____ M

FEB 13 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Helen Farabee Centers

1000 Brook Ave.

Wichita Falls, TX

Ph: (940) 397-3102

collinsm@helenfarabee.org

"This e-mail and any files transmitted with it are the property of Helen Farabee Centers, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the Helen Farabee Centers Network Administrator at (940) 397-3122 or mailadmin@helenfarabee.org and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. (meg ver 11/12)"

RX Date/Time 11/01/2017 15:20 9406270082
Nov 01 17 06:02p Decatur Intermediate Scho 9406270082

P.001
p.1

APPLICATION FOR APPOINTMENT

For
Helen Farabee Centers
Board of Trustees

Name: Cindy Barksdale
Mailing Address: Po Box 92 Chico, TX 76431
Daytime Phone: 940-210-1416 Evening Phone: ~~940-210-1416~~
FAX #: _____ E-mail address: Cbarksdale96@gmail.com

Portions of the Texas Health and Safety Code – Title 7, Subtitle A, Chapter 534, require that local agencies appoint members to the board from among the qualified voters who reside within the region to be served by the Center. The Chapter also requires an attempt for board appointments to reflect the ethnic and geographic diversity of the local service area of the community center. The Chapter requires at least one member of the Centers' Board of Trustees to be a consumer of the types of services the center provides or a family member of a consumer of the types of services the center provides. In order to assist the appointing entity in assuring these requirements are met, we ask that you please complete the following.

County of Residence: Wise Length of Residence in County: 37 years

Are you a qualified voter? X Yes _____ No

Consumer / Family: _____ I am a consumer of the types of services provided by the center.
_____ I am a family member of a consumer of the types of services provided by the center.

Ethnic Background: _____ Black X Caucasian _____ Asian _____ Hispanic _____ Other

Gender (optional): _____ Male X Female

Age group (optional): _____ 18-30 X 31-45 _____ 46-60 _____ 60+

Current Business / Profession / Employment:

Name of Company: Decatur ISD

Address: 1200 Eagle Drive Decatur, TX 76234

Phone: 940-393-7306

Current Position: Middle School Counselor

Educational Background: BS in interdisciplinary Agriculture from Texas Tech and M.Ed. in

Counseling From University of North Texas

RX Date/Time 11/01/2017 15:20 9406270082 P.002
Nov 01 17 06:03p Decatur Intermediate Scho 9406270082 P.2

Previous Community Volunteer Experience: Served on City of Chico Planning and Zoning Committee

Current Community Service Commitments: Serve as 4-H Leader, Teach Girls in Action Class at Pleasantview Baptist Church, President of Chico Young Farmers Organization, Facilitate the Wise County School Counselors meeting, facilitate the McCarroll Middle School Eagle Food Pantry.

References:

Name: Holly Fuller Daytime Phone: 940-393-7116

Name: Vickie Lannom Daytime Phone: 817-269-2701

Explain your interest in community based mental health and/or intellectual and developmental disabilities services:

As a school Counselor I have worked with our MHMR services and the Helen Farabee Counselors to serve our Students, through several ways including finding counseling, suicide assessment, and medical services. I work daily with our students concerning social and emotional issues.

Explain what talents / perspectives you feel you would bring to the Board: I have worked in the school setting for 21 years and my true passion has always been teaching and motivating youth and I will gladly bring important issues facing our youth to the board. Living and working in rural communities, I know there are not many resources that we have available. However, I would bring back to our Communities resources we can receive from the Helen Farabee centers.

Are you related to a current employee of the Center? Yes X No

If yes, please give staff name and how related:

RK Date/Time
Nov 01 17 06:03p

11/01/2017 15:20 9406270082
Decatur Intermediate Scho 9406270082

P.003
p.3

Are you available to give an average of 8 hours per month (excluding travel time) to Center business? ☒ Yes ☐ No

Board and Committee meetings are held on the 1st Thursday of every month from 11 am – 4 pm. Meeting location rotates each month to different Center service sites throughout our region. Would you be able to accommodate this schedule? ☒ Yes ☐ No

Barring unforeseen circumstances, can you make at least a two-year commitment to serve on this Board? ☒ Yes ☐ No

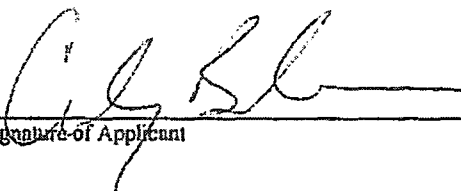
Are you available to attend quarterly out-of-town board related activities that would require overnight stays? ☒ Yes ☐ No

In addition to monthly committee and Board meetings, are you available to occasionally consult with other Board members or staff regarding Center business? ☒ Yes ☐ No

Are you available to visit Center service sites within your appointment area? ☒ Yes ☐ No

Other than specific conflict of interest disclosures made on the attached Conflict of Interest Questionnaire, do you feel you have any personal or professional perspectives that would inhibit your ability to perform Board duties in a fair and objective manner? ☒ Yes ☐ No

If "yes," please describe: _____


Signature of Applicant Date 10.31.17

CONFLICT OF INTEREST QUESTIONNAIRE
for
Helen Farabee Centers
Board of Trustee Applicant

To be completed and submitted with application to serve on Board of Trustees.

Applicant Name: Cindy Barksdale

County of Residence: Wise

In responding to these questions, please note that a "yes" answer does not imply that the relationship or transaction was necessarily inappropriate.

1. Are you an officer or director of any corporation with which the Centers' Board of Trustees has business dealings? Yes X No

If "yes," please list the names of such corporations, the office held and the approximate dollar amount of business involved with the Centers' Board of Trustees last year.

2. Do you, or does any member of your family, have a financial interest in, or receive any remuneration or income from, any business organization with which the Centers' Board of Trustees have business dealings? Yes X No

If "yes," please provide the following information:

- A. Names of the business organizations in which the interest is held and the persons by whom the interest is held:

- B. Nature and amount of each such financial interest, remuneration or income:

Cindy Barksdale
Signature of Applicant

10-30-17
Date

RK Date/Time 11/01/2017 15:21 9406270082
Nov 01 17 06:04p Decatur Intermediate Scho 9406270082

P.001
P.1

3. Did you, or any member of your family, receive during the past twelve months any gifts or loans from any source from which the Centers' Board of Trustees buys goods or services or with which the nonprofit has significant business dealings?

Yes ☐ No ☒

If "yes," list the gifts or loans as follows:

Name of Source	Item	Approximate Value

4. Were you involved in any other activity during the past year that might be interpreted as possible conflict of interest?

Yes ☐ No ☒

If "yes," please describe:

I certify that the foregoing information is true and complete to the best of my knowledge.


Signature of Applicant

10-30-17
Date

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

**THE STATE OF TEXAS
COUNTY OF JACK**

NOW COMES - Petrobal Omega LLC, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company authorization to lay a pipeline or place a utility across and under the public roads of the County of Jack, State of Texas, conditioned as follows:

1. That said Company, in consideration for the grant by said County, does hereby agree that said pipeline/utility of the following description, crossing a county road in Precinct - 3, Jack County, Texas, at a point hereinafter indicated, will be constructed in such a manner that the construction of same will not interfere with public travel, and that no construction will begin until the Commissioner of said precinct, his agents, or employee approves said location by an on-site inspection.

DESCRIPTION AND LOCATION (Map must be attached. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

Right of way gps 33.060800
Barton Chaple Rd -98.290950

2. The Company assures the County that it has obtained authorization, if any is required, from any landowners adjoining the crossing to cross whatever portion of their land, if any, lies beneath the roadway.

3. Such pipeline/utility shall be encased, so buried, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by the public or the County. That a pipeline shall be buried to the depth of at least three (3) feet below the surface of the borrow ditch, that the pipeline/utility shall be situated no closer than three (3) feet from the edge of the roadway, and that the road will be restored at the time of construction to its original condition.

4. In the event it becomes necessary to build a Farm-to-Market Road or other road across such roads, it will become the duty of said the Company to adjust its pipeline with such construction without compensation from the County.

5. If said crossing is accomplished by crossing the traveled portion of said road, then the Company agrees it shall, that at its expense, bore under the road as its means of crossing and not cut or trench said road for a crossing. Said boring shall be at a depth of at least three (3) feet below the depth of the borrow ditch.

6. The Company shall fill and level ditches using appropriate fill material or gravel so as to return the road and/or borrow ditch in same condition as before construction so far as possible. Company shall remove any large rocks unearthed at construction at its expense.

_____ O'CLOCK _____ M

FEB 13 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

7. The Company shall pay, at the time of application, the sum of ~~\$500.00~~ for each crossing unto the Treasurer of Jack County, Texas. In the event that the permit is not granted, the application fee will be returned.

8. Said access herein granted may be assigned by the Company without further grant or procedure but grantee shall be bound by the same conditions.

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

10. The Company is responsible to present this application to the Commissioner of the Precinct involved and obtain his signature evidencing the fact that he has seen the application and discussed the location with the Company. The Company shall then present the Application with the appropriate check to the County Judge's Office to then make arrangements for placing the matter on the Commissioners Court Agenda for approval.

11. The Company shall call the County Commissioner 48 hours prior to starting the actual work.

DATED THIS 19 day of January, 2018.

Recommended by:

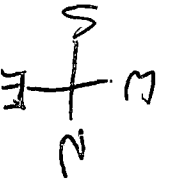
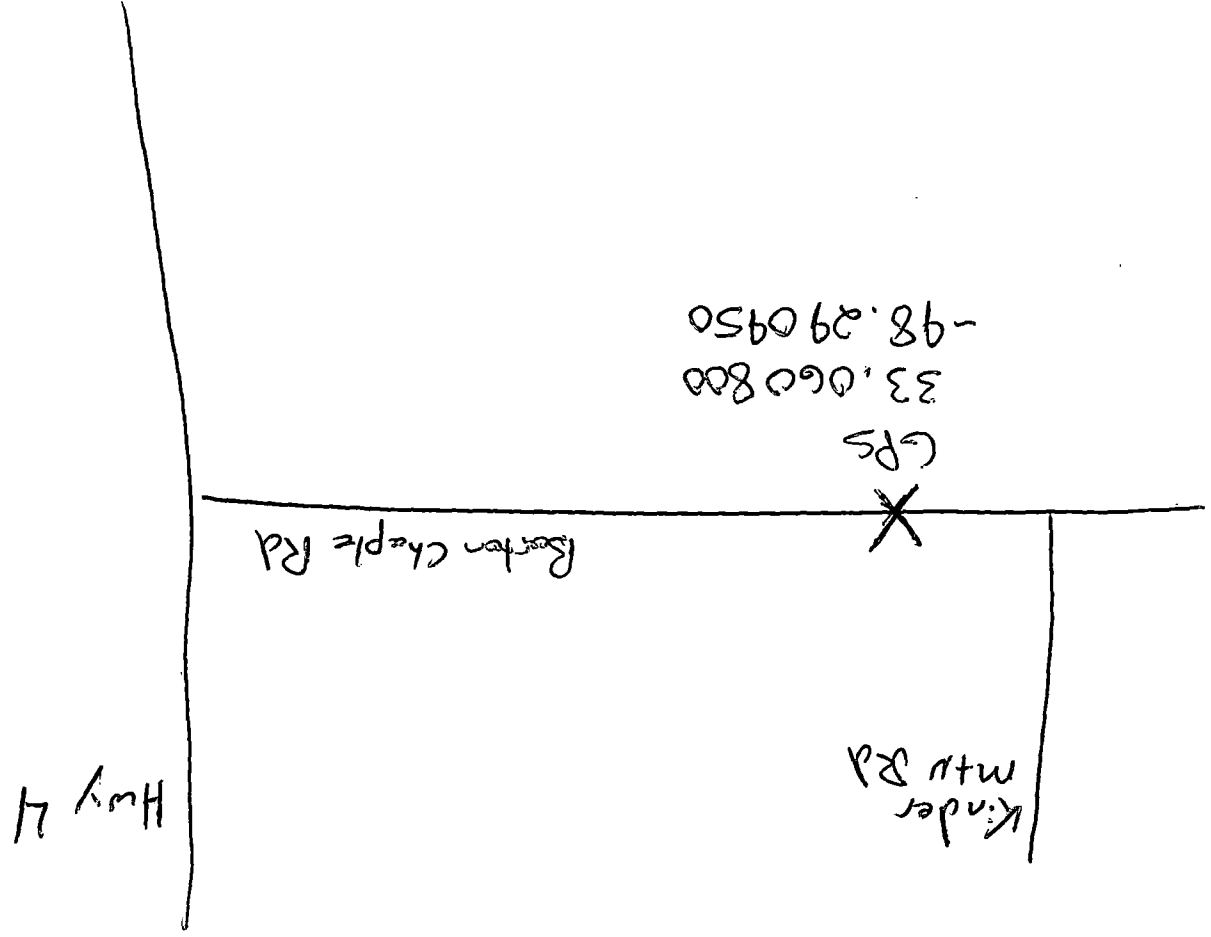
APPLICANT: Retribal Omega

Phone No. 972-284-5120

[Signature]
COMMISSIONER:
PRECINCT # - 3

By: [Signature]

APPROVED: [Signature]
County Judge of Jack County Texas



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

**THE STATE OF TEXAS
COUNTY OF JACK**

NOW COMES - Laake Outfield Service, LLC, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company authorization to lay a pipeline or place a utility across and under the public roads of the County of Jack, State of Texas, conditioned as follows:

1. That said Company, in consideration for the grant by said County, does hereby agree that said pipeline/utility of the following description, crossing a county road in Precinct - 3, Jack County, Texas, at a point hereinafter indicated, will be constructed in such a manner that the construction of same will not interfere with public travel, and that no construction will begin until the Commissioner of said precinct, his agents, or employee approves said location by an on-site inspection.

DESCRIPTION AND LOCATION (Map must be attached. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

0.58 miles off of Hwy 4 on Owen Rd.
GPS - 33.9' 23" - 98.12' 29"

2. The Company assures the County that it has obtained authorization, if any is required, from any landowners adjoining the crossing to cross whatever portion of their land, if any, lies beneath the roadway.

3. Such pipeline/utility shall be encased, so buried, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by the public or the County. That a pipeline shall be buried to the depth of at least three (3) feet below the surface of the borrow ditch, that the pipeline/utility shall be situated no closer than three (3) feet from the edge of the roadway, and that the road will be restored at the time of construction to its original condition.

4. In the event it becomes necessary to build a Farm-to-Market Road or other road across such roads, it will become the duty of said the Company to adjust its pipeline with such construction without compensation from the County.

5. If said crossing is accomplished by crossing the traveled portion of said road, then the Company agrees it shall, that at its expense, bore under the road as its means of crossing and not cut or trench said road for a crossing. Said boring shall be at a depth of at least three (3) feet below the depth of the borrow ditch.

6. The Company shall fill and level ditches using appropriate fill material or gravel so as to return the road and/or borrow ditch in same condition as before construction so far as possible. Company shall remove any large rocks unearthed at construction at its expense.

FILED FOR RECORD

_____ O'CLOCK _____ M

FEB 13 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

7. The Company shall pay, at the time of application, the sum of \$500.00 for each crossing unto the Treasurer of Jack County, Texas. In the event that the permit is not granted, the application fee will be returned.

8. Said access herein granted may be assigned by the Company without further grant or procedure but grantee shall be bound by the same conditions.

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

10. The Company is responsible to present this application to the Commissioner of the Precinct involved and obtain his signature evidencing the fact that he has seen the application and discussed the location with the Company. The Company shall then present the Application with the appropriate check to the County Judge's Office to then make arrangements for placing the matter on the Commissioners Court Agenda for approval.

11. The Company shall call the County Commissioner 48 hours prior to starting the actual work.

DATED THIS 29 day of January, 2018.

Recommended by:

APPLICANT: [Signature] -

Phone No. 940-351-0099 -

[Signature] -

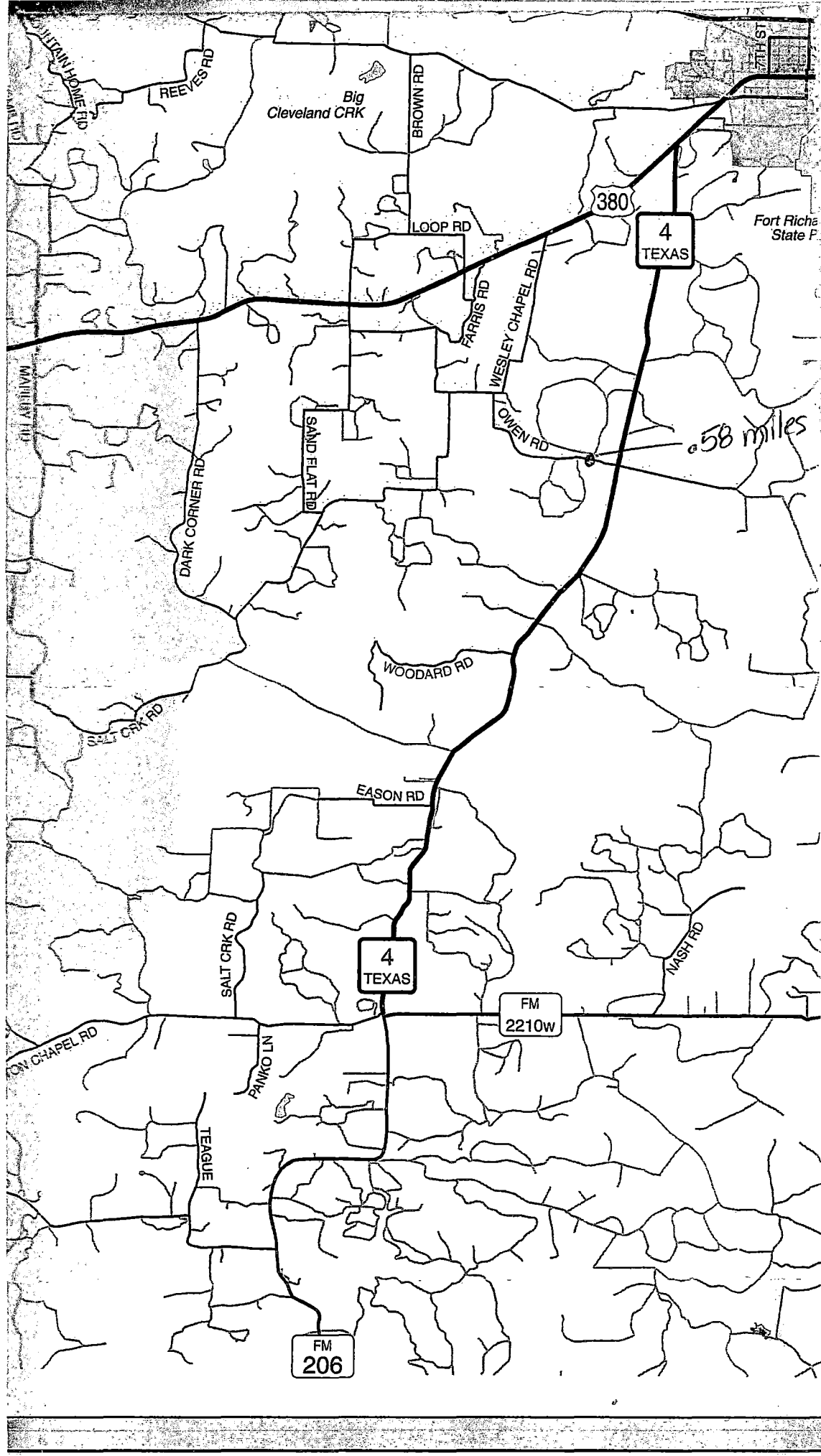
COMMISSIONER: .

PRECINCT # - 3 -

By: _____ -

APPROVED: [Signature] -

County Judge of Jack County, Texas



58 miles off of Hwy 4
on Owen Rd

✓ trim and cork board on ~~floor~~ ^{column wrap}

✓ take down the payphone bracket

✓ ~~check~~ power and network on the ~~floor~~ ^{column}

- pull out shelf in the auditors cabinet for a birth cert printer.

✓ wooden shelf for cashier computer, ~~not~~ ^{back} monitor and cover up cord and back up battery

✓ fixture and paint walls white

✓ LED lights

✓ ceiling fans

✓ repaint ~~side~~ of the counter, indicate cabinets

- remove the simplex clock box

Auditors cabinet 106" x 33"

Desks 106" x 71"

✓ cork board in the entry area, and next to the cashiering computer

paint light poles and fans
an egg brown color.