NOTICE OF MEETING (•) OF THE

COMMISSIONERS COURT OF JACK COUNTY, TEXAS

Assistive Listening Devices Available on Request for Use during Court Session

Notice is hereby given that a Meeting of the above named Commissioners Court will be held on <u>Tuesday the 12th day of November, 2019 at 10:00 o'clock a.m.</u>, 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 Meeting of October 28, 2019;
 - (b) Reception of TAC Certificate for Continuing Education for Kim Dungan Assistant County Auditor;
 - (c) Reception of Certificates of Participation for completion of 6.5 hours of Educational Training by each of the following: Judge Keith Umphress, Commissioner Precinct #2 James Brock, Commissioner Precinct #3 Henry Birdwell, Commissioner Precinct #4 Terry Ward;
- 4. Discussion of and making a plan for County Employee Thanksgiving Meal on November 25, 2019;
- 5. Discussion and action of final occupant of Suite 301 in County Courthouse;
- 6. Discussion and action to authorize hiring part time helper in the Maintenance Department for the purpose of relocation and renovation of the offices of County Clerk, Adult Probation and Election Administrator Maintenance Supervisor Lane Argo;
- 7. Discuss and possible authorization of an Order Restricting Outdoor Burning;
- 8. Discussion and update on the termination of "Agreement Contract for Court Collection Services" between GHS, LTD and Jack County Judge Umphress;
- 9. Discussion and possible action on the termination of "Agreement Contracts" for the collection of delinquent property taxes, court fines and fees with Linebarger, Goggan Blair & Sampson, LLP;
- 10. Take action to approve a contingent fee contract with Perdue, Brandon, Fielder, Collins and Mott, LLP pursuant to the Texas Property Tax Code and the Texas Code of Criminal Procedure, said contract being for the collection of delinquent taxes and court fines and fees owed to Jack County, and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code; and upon approval, the governing body for County proposes to find the following: 1) there is substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of County; and 3) these legal services cannot be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because County does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.
- 11. Official Canvass of Returns from General Election held on November 5, 2019-Election Administrator Lynn Casteel;
- 12. Update and discussion of planning the Jack County Radio Communication Tower-Frank Hefner;
- 13. Discussion of Commissioner Precinct Operations;

14. Reports, if any, by other Department Heads;

FILED FOR RECOKD

NOV 0 8 2019

O'CLOCK_

Dated this the 8th day of November, 2019.

Commissioners Court of Jack County, Texas

15. FUTURE AGENDA ITEMS; AND;

16. ADJOURNMENT.

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

BY____

_DEPUTY

Brian Keith Umphress, 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 8th day of November, 2019, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 8th day of November, 2019, at 3150.m.

Vanessa James, County Clerk of Jack County, Texas

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, Jack County ("County"), will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") and hereby posts this notice pursuant to Sec. 2254.106 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

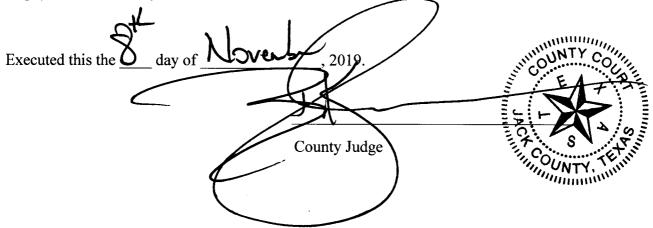
- A. The County is pursuing a contract with the Firm for the collection of delinquent property taxes and court fines and fees owed to the County and through this contract the County seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).
- B. The County believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for nearly 50 years. The Firm currently has 12 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 400 individuals, including 52 attorneys. It uses a multi-office, fully integrated team approach allowing the County access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the County may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and work-flow.
- C. The nature of any relationship between the County and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).

None.

- D. The County is unable to perform this function and efficiently collect its own delinquent taxes and court delinquencies. GOVT. CODE § 2254.1036(1)(D). The County currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the County.
- E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code and the Code of Criminal Procedure allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes. This percentage-based fee is assessed only against the debtor and not the County or taxpayers of the County. The collection of these delinquent receivables is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed the amount due. Moreover, the County will bear the cost of these hourly fees and

not the debtor, because the Tax Code and Code of Criminal Procedure does not expressly authorize the County to pay for collection services based on an hourly fee for these services.

E. The County believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the County or taxpayers in the County.



FILED FOR RECORD

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NOV 08 2019

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

BY_____DEPUTY

MINUTES

On this the 12th day of November, 2019 the Commissioners Court of Jack County, Texas met in Regular Session at 10:01 a.m. with the following elected officials present:

Gary Oliver, Commissioner Pct. 1
James L Brock, Commissioner Pct. 2
Henry Birdwell, Jr., Commissioner Pct. 3
Terry Ward, Commissioner Pct. 4
Brian Keith Umphress County Judge

PUBLIC FORUM

PUBLIC FORUM

NOV 2 5 2019

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY_

No members of the public spoke.

PAYMENT OF ACCOUNTS AND CLAIMS

Judge Umphress made a motion to pay all accounts and claims submitted for approval. Commissioner Birdwell seconded and the motion passed (5-0).

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meeting for October 28, 2019;
- (b) Reception of TAC Certificate for Continuing Education for Kim Dungan Assistant County Auditor;
- (c) Reception of Certificates of Participation for completion of 6.5 hours of Educational Training by each of the following: Judge Keith Umphress, Commissioner Precinct #2 James Brock, Commissioner Precinct #3 Henry Birdwell, Commissioner Precinct #4 Terry Ward;

Commissioner Birdwell made a motion to approve the consent agenda items. Judge Umphress seconded and the motion passed (5-0).

DISCUSSION OF AND MAKING A PLAN FOR COUNTY EMPLOYEE THANKSGIVING MEAL ON NOVEMBER 25, 2019

Options discussed were to set up tables downstairs in the hallway or in the District Courtroom. Extension Agent Charlie Martin and County Constable Clyde Watson have offered to cook the meat for the meal. Judge Umphress will check with the District Clerk to see if the Courtroom is available on November 25, if so, that will be the location.

DISCUSSION AND ACTION OF FINAL OCCUPANT OF SUITE 301 IN COUNTY COURTHOUSE

Commissioner Birdwell made a motion to move the Election Administrator to Suite 301. Commissioner Brock seconded and the motion was unanimous (5-0).

DISCUSSION AND ACTION TO AUTHORIZE HIRING PART TIME HELPER IN THE MAINTENANCE DEPARTMENT FOR THE PURPOSE OF RELOCATION AND RENOVATION OF THE OFFICES OF COUNTY CLERK, ADULT PROBATION AND ELECTION ADMINISTRATOR-MAINTENANCE SUPERVISOR LANE ARGO

In the past, the County has utilized individuals needing to perform community service, however at this time there are no individuals available. There are numerous things to be done right now in the Courthouse, including moving several offices which would last through January.

Motion was made by Commissioner Birdwell to approve hiring a part time/temporary employee for maintenance. Motion was seconded by Judge Umphress and passed unanimously (5-0).

DISCUSS AND POSSIBLE AUTHORIZATION OF AN ORDER RESTRICTING OUTDOOR BURNING

Fire Chief Jim Richardson attended the meeting and was highly in favor of enacting a burn ban due to low rainfall, few volunteers and high fuel load.

Motion was made by Judge Umphress to authorize a restriction of outdoor burning for 90 days. Motion was seconded by Commissioner Brock and passed unanimously. (5-0)

DISCUSSION AND UPDATE ON THE TERMINATION OF "AGREEMENT CONTRACT FOR COURT COLLECTION SERVICES" BETWEEN GHS, LTD AND JACK COUNTY-JUDGE UMPHRESS

GHS is part of Net Data. Judge Umphress sent a letter last week to give a 90 day notice to cancel our collection contract with their company.

DISCUSSION AND POSSIBLE ACTION ON THE TERMINATION OF "AGREEMENT CONTRACTS" FOR THE COLLECTION OF DELINQUENT PROPERTY TAXES, COURT FINES AND FEES WITH LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP

Judge Umphress would like direction from the Court on what their preference would be. He feels the County has been under served and has been looking for other options. Once notice is provided to Linebarger, they have 90 days to follow up on collections.

Motion was made by Commissioner Birdwell to terminate our contract with Linebarger, Goggan, Blair & Sampson LLP for collections of fines & fees and property taxes. Motion was seconded by Commissioner Oliver and passed unanimously. (5-0)

TAKE ACTION TO APPROVE A CONTINGENT FEE CONTRACT WITH PERDUE, BRANDON, FIELDER, COLLINS AND MOTT, LLP PURSUANT TO THE TEXAS PROPERTY TAX CODE AND THE TEXAS CODE OF CRIMINAL PROCEDURE, SAID CONTRACT BEING FOR THE COLLECTION OF DELINQUENT TAXES AND COURT FINES AND FEES OWED TO JACK COUNTY AND NOTICE OF SAID CONTRACT IS POSTED WITH THE AGENDA IN ACCORDANCE WITH SECTION 2254 OF THE GOVERNMENT CODE; AND UPON APPROVAL, THE GOVERNING BODY FOR COUNTY PROPOSES TO FIND THE FOLLOWING: 1) THERE IS SUBSTANTIAL NEED FOR THE LEGAL SERVICES SPECIFIED IN SAID CONTRACT; 2) THESE LEGAL SERVICES CANNOT BE ADEQUATELY PERFORMED BY THE ATTORNEYS AND SUPPORTING PERSONNEL OF COUNTY; AND 3) THESE LEGAL SERVICES CANNOT BE REASONABLY OBTAINED FROM ATTORNEYS IN PRIVATE PRACTICE UNDER A CONTRACT PROVIDING ONLY FOR THE PAYMENT OF HOURLY FEES, WITHOUT REGARD TO THE OUTCOME OF THE MATTER, BECAUSE OF THE NATURE OF THE MATTER FOR WHICH THESE SERVICES WILL BE OBTAINED OR BECAUSE COUNTY DOES NOT HAVE FUNDS TO PAY THE ESTIMATED AMOUNTS REQUIRED UNDER A CONTRACT PROVIDING ONLY FOR THE PAYMENT OF HOURLY FEES

Commissioner Ward made a motion to enter into a contract for collections of fines & fees and delinquent property taxes. Commissioner Oliver seconded and the motion was unanimous (5-0).

OFFICIAL CANVASS OF RETURNS FROM GENERAL ELECTION HELD ON NOVEMBER 5, 2019-ELECTION ADMINSTRATOR LYNN CASTEEL

No action taken.

UPDATE AND DISCUSSION OF PLANNING THE JACK COUNTY RADIO COMMUNICATION TOWER-FRANK HEFNER

Frank Hefner has been working with Strickland Tower Service. He asked for cost information on 2 types of towers. We currently pay approximately \$6600 per year for the tower space. Commissioner Birdwell would like for Frank to negotiate with the current renter and see how much insurance would cost if we built our own.

No action taken at this time.

DISCUSSION OF COMMISSIONER PRECINCT OPERATIONS

Commissioners discussed tractor prices.

Judge Umphress reported his meeting with TXDOT went well.

REPORTS, IF ANY, BY OTHER DEPARTMENT HEADS

Lisa Perry told Commissioners that Candace Crow is doing a great job! She helps the County Treasurer and has been learning a lot. She has been assisting the Auditor's office as well..

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 (5-0).

The meeting was adjourned at 1:07 p.m.

Gary Oliver, Commissioner Pct. #1

James Brock, Commissioner Pct. #2

Henry Birdwell, Jr. Compissioner Pet.#3

Ferry Ward Commissioner Pct. #4

Brian Keith Umphress, County Judge

ATTEST:

anessa James, County Clerk

PLEASE SUBMIT THIS COPY TO A TAC REPRESENTATIVE.

TEXAS ASSOCIATION of COUNTIES

Certification for Continuing Education 2019 TAC Regional Pool Workshop

September 24 – November 13 | Various Locations around Texas

Sponsor:

SESSION TITLE

Feeling No Pain

All the Money Go?

GENERAL SESSION:

Educational Co-Sponsor:

HOURS

1 hour

1 hour

1

Texas Association of Counties

Controlling Costs and Improving Outcomes: TAC Health and

Beneath the Surface in Workers' Compensation Claims: Where Does

Employee Benefits Pool Pharmacy Program Changes

BREAKOUT SESSIONS: CHOOSE ONE

BREAKOUT SESSIONS: CHOOSE ONE

LBJ School of Public Affairs, University of Texas

9:05 - 10:05 a.m.

10:15 - 11:15 a.m.

Stir the Pot with Nutritional Ingredients			
Building a Catastrophe Preparation & Response (CPR) Plan for Your	Noon – 1 p.m.	1 hour	
County			
BREAKOUT SESSIONS: CHOOSE ONE	-		
Your Life Depends on It	1.15 0.15		
The Myths and Truths about Your Cyber Risk	1:15 – 2:15 p.m.	1 hour	
GENERAL SESSION:	2.20 4 5 55	1.5 hour	
How to Conduct a HR Risk Audit	2:30 – 4 p.m.	1.5 nour	15
	MAX: 5.5 Hours	TOTAL	5.5
□ County Treasurer & Staff (max of 5.5 hours): □ Tax Assessor-Collectors & Staff (max of 5.5 hours): □ CPA/Auditors (max of 5.5 hours): □ Purchasing Agents (max of 5.5 hours): □ PHRs and SPHRs (max of 5.5 hours):			
I, Kim Dungan, do hereby certify t	hat I attended the a	above liste	d program
and was present at the courses of instruction. I represent	and declare all of	the above	statements
are true and correct.			
Name (print): Kim Dungan ID# (if app	licable):		
<i></i>	15515lant Co	unty F	lud; tor
Date: 10-23-2019 Signature:	1 him D	u ce	<u> </u>

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Keith Umphress, Jack County

For Successfully Completing Six (6.5) Hours of Educational Training

During the

Rolling Plains County Judges & Commissioners Conference November 7, 2019 Vernon, Texas





Dale Dunlap, District Extension Administrator

The Texas A&M AgriLife Extension Service

Awards This Certificate To

James Brock, Jack County

For Successfully Completing Six (6.5) Hours of Educational Training

During the Rolling Plains County Judges & Commissioners Conference November 7, 2019

Vernon, Texas





Dale Dunlap, District Extension Administrator

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Henry Birdwell, Jack County

For Successfully Completing Six (6.5) Hours of Educational Training

During the

Rolling Plains County Judges & Commissioners Conference November 7, 2019 Vernon, Texas





Dale Dunlap, District Extension Administrator

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Terry Ward, Jack County

For Successfully Completing Six (6.5) Hours of Educational Training

During the

Rolling Plains County Judges & Commissioners Conference November 7, 2019 Vernon, Texas





Dale Dunlap, District Extension Administrator

			BRIAN KEITH UMPHRESS	AXON ENTERPRISES PO BOX 29661 DEPT 2018 PHOENIX AZ 85038	AUSTIN CLAYTON 326 N JACK STREET JACKSBORO TX 76458		ATET MOBILITY 2872915221 PO BOX 6463 CAROI, STREAM II, 60197	ROL STREAM	AT&T MOBILITY 2872915214 PO BOX 6463	L .	BILITY 287019369	AMAZON CAPITAL SERVICES PO BOX 035184 SEATTLE WA 98124	ALINDA COX	ADAM LEWIS	A RIFKIN 1400 SANS SOUCI PARKWAY P O BOX 878 WILKES-BARRE PA 1870:	VENDOR NAME
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DATE 11/12/2019 09:10:07

ACCOUNTS PAYABLE REGISTER

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VCH100 PAGE

GRABLE OIL CO PO BOX 306 JACKSBORO TX 7645	GLADYS J RITCHIE PUBLIC	GARY HAMMER 6289 FM 2127 BOWLE TX 7623	GALLS/QUARTERMASTER PO BOX 71628 CHICAGO IL 6069	GABE MCANEAR 1819 TIMBERLANE JACKSBORO TX 7645	FORT BELKNAP ELECTRIC C PO BOX 486 OLNEY TX 7637	FIREWATER SHOOTING SPORT 769 FM 3324 JACKSBORO TX 76458	BLLIOTT BLECTRIC SUPPLY PO BOX 206524 TX 7532	DENISE HILL 10901 BLUE SKY HASLET TX 7605	DEANNA IRWIN 901 SOUTHWIND RD BRIDGEPORT TX 7642	CRYSTAL WHITE 7203 PUMP STATION RD JACKSBORO TX 764	CONCORD RADIOLOGY PLLC P O BOX 4897 DEPT 313 HOUSTON TX 7721	CONCERNED CITIZENS 400 EAST PINE JACKSBORO TX 764	101 N MAIN ST JACKSBORO TX 764	VENDOR NAME	•
2020 011-621-903 2020 010-560-903 2020 010-561-903 8 2020 010-551-903 2020 010-410-903	2020 010-400-48	2020 010-435-41	2020 010-560-91)4	2020 010-435-41 68	CO 2020 013-623-60	RT 2020 010-560-90 58	₹ 2020 010-510-70 20	2020 010-477-30 52	2020 010-435-41 26	2020 010-435-410 58	2020 010-561-3 .0	2020 010-400-4 58	58	ACCOUNT NUMBER	
3 GAS/OIL 3 GAS/OIL 3 GAS/OIL 3 GAS/OIL	6 COUNTY ASSISTANCE	O DISTRICT JURY CH	.1 UNIFORMS/BADGES	O DISTRICT JURY)3 ELECTRICITY)1 OPERATING SUPPLIE)5 BUILDING REPAIR	03 COURT REPORTERS	0 DISTRICT JURY	DISTRICT JURY	06 MEDICAL EXPENSE	86 COUNTY ASSISTANCE		ACCOUNT NAME	ALL RECORDS FROM 1:
FUEL EXPENSE - OCT' FUEL EXPENSE - OCT' FUEL EXPENSE - OCT' FUEL EXPENSE - OCT'	YEARLY	H NOV GRAND JURY	NAME PLATE	CH NOV GRAND JURY	ACCT# 320800100	E AAMO/PLUGS	RM 301	BLANKENSHIP APP REC	CH NOV GRAND JURY	CH NOV GRAND JURY	DINGLER	3 YEARLY		ITEM/REASON	11/12/2019 TO 11/12/2019
196055			014051305			594788	23-50196-01	4839			20084			INVOICE NUMBER	/2019 DATE-TO-BE-PAID
11/07/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02	11/08/19 02	11/04/19 02	11/08/19 02	11/04/19 02	11/04/19 02	11/07/19 02	11/08/19 02	11/04/19 02	11/04/19 02	11/04/19 02	11/07/19 02	11/08/19 02		AP DATE PD PO NO	V
2,170.00 4,665.24 577.82 105.63 139.47	20,000.00	40.00	11.60	40.00	43.78 43.78	170.00	79.44 79.44	750.00 750.00	40.00	40.00	18.60 18.60	00.0	310.00	AMOUNT	CHIOV FAGE 5

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JACK CO AUTOMOTIVE SU 514 NORTH MAIN TX 76	J-A-C BLECTRIC CO-OP 1784 FM 172 HENRIETTA TX 76	HOLT CAT PO BOX 650345 HOLT CAT PO BOX 650345 DALLAS HUDSON IMAGING PO DRAWER 2190-76307 WICHITA FALLS TX 76	
SUPPL 2020 010-410-701 AUTO REPAIR/INSPEC 2020 011-621-902 AUTO PARTS/TIRES 2020 011-621-902 AUTO PARTS/TIRES 2020 011-621-902 AUTO PARTS/TIRES 2020 011-621-901 OPERATING SUPPLIE 2020 013-623-902 AUTO PARTS/TIRES 2020 013-623-902 AUTO PARTS/TIRES 2020 013-623-902 AUTO PARTS/TIRES 2020 013-623-901 OPERATING SUPPLIE 2020 013-623-902 AUTO PARTS/TIRES 2020 013-623-902 AUTO PARTS/TIRES	INC 2020 014-624-603 ELECTRICITY 2020 010-661-603 ELECTRICITY 365	401 2020 011-621-902 AUTO PARTS/T 2020 011-621-902 AUTO PARTS/T 2020 011-621-902 AUTO PARTS/T 2020 010-495-915 POSTAGE 2020 010-561-702 SERVICE AGRE 2020 010-475-702 SERVICE AGRE 2020 010-495-702 SERVICE AGRE 2020 010-403-702 SERVICE AGRE 2020 010-403-702 SERVICE AGRE 2020 010-465-702 SERVICE AGRE 2020 010-665-702 SERVICE AGRE 2020 010-560-702 SERVICE AGRE	ACCC NUMB 2020 0 2020 0 2020 0 2020 0 2020 0
PEC IT DEPT ES HOSE ES FILTERS ES FILTERS LIE TAPE LIE BRAKE FLUID ES AIR CHUCK GAGE ES HOSE ASSEMBLY LIE SEAL LIE SEAL LIE SEAL LIE STITING ES BATTERY	ACCT# 301500-002 ACCT# 301500-002	TIRES PARTS TIRES HOLT CAT TIRES REPAIRS SUPPLIES SUPPLIES SUPPLIES SUPPLIES EMENT HUDSON IMAGING	FUEL EXPENSE - OCT FUEL FUEL FUEL EXPENSE - OCT FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL
002-128211 002-128531 002-128589 002-129505 002-129735 002-129735 002-129739 002-129144 002-129320 002-129320 002-129424 002-129605		PCMB0404142 PIMB0081209 028867 028788 028788 0288697 028699 028699 028700 028700 028700 028700 028700 028700 028700 028700 028700 028700 028700 028700 028700 028700	INVOICE NUMBER 195834 196139 196236 196236 195290 195297 196237 196237
11/04/19 02 11/07/19 02	11/07/19 02 11/07/19 02	11/07/19 02 11/07/19 02	AP DATE PD PO NO 11/08/19 02 11/12/19 02 11/12/19 02 11/12/19 02 11/12/19 02 11/12/19 02 11/12/19 02 11/12/19 02 11/12/19 02
11.38 31.92 31.59 13.39 13.39 36.44 21.33.77 213.37 4.13 27.98	553.2 57.6 69.7 127.3		AMOUNT 12.00 1,085.00 213.62 58.00 1,953.00 157.34 783.00

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KELLY MOWER 271 LONE TREE JACKSBORO JAY CANTRELL 807 EIGTH ST SUITE 810 WICHITA FALLS LAW OFFICE OF RAY NAPOLI 2020 010-477-302 DIST JUDGE ATTY FE RAY 4913 JACK COUNTY MUSEUM 241 W BELKNAP JACKSBORO TX ATLANTA KYOCERA DOCUMENT SOLUTIO PO BOX 105743 KRISTIN GAVIT 1100 BURWICK RD JACKSBORO JEREMY HOWARD 110 BURWICK RD JACKSBORO JACK SOIL WATER CONSERV 2020 244 S MAIN ST JACKSBORO TX 76458 VENDOR NAME JACK COUNTY BUILDING CEN 218 W BELKNAP ST JACK CO SHERIFF'S DEPT COMMISSARY ACCOUNT 4 RD TX TX 76458 XT GA 30348 X TX 76458 TX 76458 76458 76458 76301 O 2020 010-495-702 SERVICE 2020 010-660-702 SERVICE 2020 010-403-702 SERVICE 8 2020 010-401-702 SERVICE 2020 010-665-702 SERVICE 2020 010-475-702 SERVICE 2020 010-435-702 SERVICE A 2020 2020 2020 2020 2020 2020 2020 013-623-902 AUTO PARTS/TIRES 010-306-560 SCHOOL 010-306-560 SCHOOL 010-306-560 SCHOOL 010-306-560 SCHOOL 010-435-410 DISTRICT 010-300-912 MISCELLANOUS REFUN REIMBURSE NFC PREMI 010-477-302 DIST JUDGE ATTY FE MCFATRIDGE, ITIO 010-400-486 COUNTY ASSISTANCE YEARLY 010-400-486 COUNTY ASSISTANCE 013-623-901 OPERATING SUPPLIE NUT SETTER 010-510-705 BUILDING REPAIR RM 301 MISC PAINT/M 010-435-410 DISTRICT ALL RECORDS ACCOUNT NAME TE AGREEMENT KYOCERA DOCUMENT SO AGREEMENT KYOCERA DOCUMENT SO E AGREEMENT KYOCERA DOCUMENT SO ZONE ZONE ZONE JURY JURY FROM 11/12/2019 TO 11/12/2019 DATE-TO-BE-PAID 7777 7777 7777 CH H NOV GRAND JURY NOV GRAND JURY JUNE SCZN JULY SCZN SEPT SCZN OCT SCZN YEARLY FLUIDS ITEM/REASON FEL 0088888 5007705743 5007705744 5007705745 5007705746 5007705747 5007705748 5007705749 17-11-147 1910098758 1910096552 002-129700 INVOICE NUMBER 11/07/19 11/07/19 11/08/19 11/08/19 11/08/19 11/08/19 11/04/19 11/08/19 11/04/19 02 11/07/19 AP DATE 11/04/19 11/08/19 11/08/19 PD 0000000 02 02 02 02 02 02 02 09 12 01 8 NO 5,000.00 1,000.00 5,000.00 1,000.00 99.74 46.15 179.08 120.13 128.36 708.00 18.98 183.76 1.39 195.00 106.79 830.18 708.00 800.00 40.00 800.00 202.74 353.18 965.65 40.00 40.00 40.00 50.00 90.98

11/08/19

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500.00

ROGER WILLIAMS	RICHARD LANDECK P O BOX 103 PERRIN TX 7	QUILL CORPORATION PO BOX 37600 PHILADELPHIA PA 1	PRO TECH AUTO DIESEL 2105 N MAIN JACKSBORO TX 70	PEGGY SCHULTZ 801 PANKO LANE JACKSBORO TX 7	MOBILE PHONE OF TEXAS PO BOX 2247 WICHITA FALLS TX 76	MIA SMITH 319 N 5TH ST JACKSBORO TX 7	M-PAK 11255 CAMP BOWIE WE: SUITE 111 ALEDO TX	LYNN CASTEEL	LEXIS-NEXIS PO BOX 733106 DALLAS TX	916 W BALKNAP ST FORT WORTH TX	VENDOR NAME
2020 010-401-302 ATT	2020 010-435-410 6486	2020 010-475-901 2020 010-475-901 2020 010-475-901 2020 010-560-901 2020 010-560-901 2020 010-560-901 2020 010-475-901 2020 010-475-901 2020 010-435-901 2020 010-475-901 2020 010-475-901 2020 010-475-901 2020 010-435-901 2020 010-435-901 2020 010-435-901 2020 010-435-901	LLC 2020 014-624-704 HEAVY 16458	2020 010-435-410 DIS 76458	IN 2020 010-560-702 S 307	2020 010-435-410 DIS 76458	2020 010-560-911 UNI ST 2020 010-560-911 UNI 76008	2020 010-409-208 MIS	2020 035-650-907 LAW 75373	76102	ACCOUNT ACC
ATTORNEY FEES COODY 13839/138	DISTRICT JURY CH NOV GRAND JU	OPERATING SUPPLIE STAPLES OPERATING SUPPLIE HANG FOLDERS OPERATING SUPPLIE CD DVD OPERATING SUPPLIE OFFICE SUPPLI OPERATING SUPPLIE TONER OPERATING SUPPLIE 1ABELER OPERATING SUPPLIES DIVIDERS OPERATING SUPPLIES DIVIDERS OPERATING SUPPLIES CALC RIBBON OPERATING SUPPLIES CALC RIBBON OPERATING SUPPLIES TONER BLK OPERATING SUPPLIES LEGAL PAPER OPERATING SUPPLIES LEGAL PAPER OPERATING SUPPLIES SHEET PROTECT	VY EQUIPMENT HEATER REPAIRS	TRICT JURY CH NOV GRAND	ERVICE AGREEMENT TOWER RENT	TRICT JURY CH NOV GRAND	UNIFORMS/BADGES LETTERING UNIFORMS/BADGES COATS	SCELLANEOUS TRA ELECT MILEAGE	W BOOKS 10/1-31		ACCOUNT ITEM/REASON
/13840 M	JURY	RS 2161260 2161260 2161260 2169515 2099515 1969118 1257869 2170331 2170331 2170331 RS RED 2170331 RS RED 2170331 RS RED 2170331 R 2170331 R 2170331 R 2170331	IRS	JURY	10654798	JURY	67799 67539	GE	3092278886		INVOICE NUMBER
11/08/19 02	11/04/19 02	11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 12 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02	11/04/19 02	11/04/19 02	11/07/19 02	11/04/19 02	11/07/19 02 11/07/19 02	11/08/19 02 -	11/07/19 02	ı	AP DATE PD PO NO
400.00	40.0 40.0 40.0	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1,022.75	40.00	386.60	40.00	102.69 221.58 324.27	53.30	297.00	500.00	AMOUNT

ACCOUNT	
TINI	
ACCOUNT	ALL RECORDS FROM 11/12/2019 TO 11/12/2019 DATE-TO-BE-PAID

TEXAS PARKS AND WILDLIFE 2020	TDCAA AUSTIN KAYLENE BRADEN 505 W 12 ST STE 100 AUSTIN 78701	TEW TIRE 2020 PO BOX 258859 2020 OKLAHOMA CITY OK 73125 2020 2020	T&S AUTO SERVICE 627 N MAIN 2020 2020 JACKSBORO TX 76458	STOMP 2020	STERICYCLE INC 2020 PO BOX 6575 CAROL STREAM IL 60197	SPRING HOUSE BOTTLED WAT 2020 788 THIRD ST 2020 2020 HEALDTON 0K 73438 2020 2020	SOUTHERN TIRE MART 2020 PO BOX 1000 DEPT 143 2020 MEMPHIS TN 38148	SB AUTOMOTIVE 2020 PO BOX 134 PERRIN TX 76486	VENDOR AC NAME NT 76225
099-400-456 1	010-475-404	013-623-902 011-621-902 011-621-701 011-621-701 011-621-701	010-551-701 011-621-704 010-560-701	010-400-486	010-561-702	010-455-901 010-475-901 010-435-901 010-403-901 010-403-901 010-400-901	011-621-902 012-622-902	012-622-704	ACCOUNT
TEXAS P&W	DUES	AUTO PARTS/TIRES AUTO PARTS/TIRES AUTO REPAIR/INSPE AUTO REPAIR/INSPE AUTO REPAIR/INSPE	AUTO REPAIR/INSPE HEAVY EQUIPMENT AUTO REPAIR/INSPE	COUNTY ASSISTANCE	SERVICE AGREEMENT	OPERATING SUPPLIE OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIE SUPPLIES	AUTO PARTS/TIRES AUTO PARTS/TIRES	HEAVY EQUIPMENT	ACCOUNT NAME
OCT FEES	DUES	TIRES TIRE FLAT DISPOSAL TPSENSOR	FLAT UIUT 20 FLAT MOUNT BAL #2	ANNUAL SUPPORT	STERICYCLE INC	SPRING HOUSE BOTTLE	TIRE 6 TIRES	INSPECTION	TTEM/REASON
	DIXON 164627	2150019409 2150019577 2150019577 2150019577 2150019577 2150019577	92172 93299 93308		4008928082	0249265 0249266 0249267 0249270 0249270 0249271	4140007882 4140007885		INVOICE NUMBER
11/08/19 02	11/07/19 02	11/04/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02	11/07/19 02 11/07/19 02 11/08/19 02	11/04/19 02	11/04/19 02	11/04/19 02 11/04/19 02 11/04/19 02 11/04/19 02 11/04/19 02 11/04/19 02	11/04/19 02 11/04/19 02	11/07/19 02	AP DATE PD PO NO
195.96 195.96	75.00 75.00	1,171.00 600.00 80.00 20.00 90.00 1,961.00	13.00 35.00 40.00 88.00	3,400.00	80.64	8.49 8.49 8.49 31.98 130.47 187.92	2,130.00 2,130.00 2,240.00	7.00	AMOUNT400.00

ACCOUNTS PAYABLE REGISTER

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2ND COURT OF APPEALS	ZACK BURKETT PO BOX 40 GRAHAM TX 76450	YELLOWHOUSE MACHINERY CO PO BOX 31388 AMARILLO TX 79120	WILLIAM H RAY ATTY AT LAW 515 HOUSTON STE 611 FORT WORTH TX 76102	WAGNER SUPPLY CO PO BOX 225387 DALLAS TX 75222	VIVIAN STOCKARD 5546 CRAFTON RD CHICO TX 76431	VETERAN'S OF FOREIGN WAR PO BOX 211 JACKSBORO TX 76458	VERIZON WIRELESS PO BOX 660108 TX 75266	VALERO MARKETING SUPPLY PO BOX 300 AMARILLO TX 79105	TIFFANY N BRANSON 107 N ALAMO WEATHERFORD TX 76086	LAW OFFICE OF THERESA Y 1602 WEST BUS 380 SUITE DECATUR TX 76234	VENDOR
2019 071-400-206 1	2020 012-622-503 2020 012-622-503 2020 011-621-503 2020 013-623-503 2020 013-623-503 2020 014-624-503	2020 013-623-704	2020 010-477-302	2020 010-510-901	2020 010-435-410	2020 010-405-129	2020 010-401-605 2020 010-409-604 2020 010-410-605 2020 010-560-702 2020 010-561-702	2020 010-560-903 2020 010-560-903 2020 010-560-903 2020 010-560-903 2020 010-560-903	2020 010-477-302 2020 010-477-302 2020 010-477-302	NOMBER	ACCOUNT
DUE 2ND COURT C	SAND/GRAVEL SAND/GRAVEL SAND/GRAVEL SAND/GRAVEL SAND/GRAVEL	HEAVY EQUIPMENT	DIST JUDGE ATTY FE	OPERATING SUPPLIE	DISTRICT JURY CH	VETERAN SERVICE AG	MOBILE PHONE TELEPHONE MOBILE PHONE SERVICE AGREEMENT SERVICE AGREEMENT	GAS/OIL GAS/OIL GAS/OIL GAS/OIL GAS/OIL	DIST JUDGE ATTY FE DIST JUDGE ATTY FE DIST JUDGE ATTY FE	NAME	ACCOUNT
MARCH FEES COL	ACCT# 1620 GRAVEL ACCT# 1620 GRAVEL ACCT# 1615 GRAVEL ACCT# 1615 GRAVEL ACCT# 1625 GRAVEL ACCT# 1626 GRAVEL	PARTS/LABOR	CAFFEY 4900 FEL	TOWELS	NOV GRAND JURY	NOV MONTHLY	ACCT# 342051871-000 ACCT# 342051871-000 ACCT# 342051871-000 ACCT# 342051871-000 ACCT# 342051871-000 ACCT# 342051871-000	FUEL 10/10 FUEL 10/12 FUEL 10/14 MOTOR FUEL TAX ADJU FUEL 10/18	SPARKS, FELONY HILTZMAN, FELONY MOROSK, FELONY	ITEM/REASON	
	4-621498 6-621499 6-621497 7-621500 6-621501	80935		W-000552			9840723146 9840723146 9840723146 9840723146 9840723146 9840723146		CV16-01-009 CV19-01-013 CV18-10-110	INVOICE NUMBER	
11/08/19 06	11/12/19 02 11/12/19 02 11/08/19 02 11/08/19 02 11/08/19 02	11/07/19 02	11/08/19 02	11/08/19 02	11/04/19 02	11/08/19 02	11/06/19 02 11/06/19 02 11/06/19 02 11/06/19 02 11/06/19 02	11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02 11/08/19 02	11/08/19 02 11/08/19 02 11/08/19 02	AP DATE PD PO NO	
85.00	349.02 1,700.91 10,928.56 8,039.39 1,860.22 22,878.10	1,417.01 1,417.01	600.00	40.75 40.75	40.00	716.63 716.63	289.94 37.99 569.95 37.99 995.69	34.31 17.76 47.92 10.89- 42.47 131.57	1,207.50 400.75 718.75	AMOUNT	

	FORT WORTH TX 76196	401 W BELKNAP SUITE 9000	VENDOR NAME
	2019 071-400-206 2019 071-400-206	2019 071-400-206	ACCOUNT F NUMBER N
	DUE 2ND DUE 2N	2ND	ACCOUNT NAME
	COURT C APRIL COURT C MAY COURT C MAY COURT C MAY COURT C JUNE COURT C JULY COURT C JULY COURT C AUG COURT C AUG COURT C SEPT COURT C SEPT	0	ITEM/REASON
	700 COLUMN COLUM		RASON
			INVOICE NUMBER
	11/08/19 07 11/08/19 07 11/08/19 07 11/08/19 08 11/08/19 09 11/08/19 09 11/08/19 10 11/08/19 11 11/08/19 11 11/08/19 11 11/08/19 11 11/08/19 11	/08/19	AP DATE PD PO NO
475.00		25 00	AMOUNT

TOTAL CHECKS TO BE WRITTEN

137,293.86

APPROVAL PAGE

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT BY COMMISSIONER'S COURT.

CO JUDGE UMPHRESS

COMM #1 OLIVER

COMM #3 BIRDWELL COMM #2 BROCK

COMM #4 WARD

CO TREAS CAMPSEY

Nov 12,2019

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FOR CHECK DATE FROM 11/04/2019 TO 11/04/2019

			, 01, 2015 1	0 11/04/20	10
EMP# NAME		GF	ROSS WAGES	OVERTIME	O/T HOURS
DEPARTMENT 010-401					
00075 TILLERY	DEBRA	A	1.311.69	.00	.00
00123 UMPHRESS	BRIAN	K	1,311.69 / 2,823.62	.00	.00
DEPARTMENT TOTALS			4,135.31	.00	.00
DEPARTMENT 010-403			,		
00010 BROOKS	SUZANNE		1,311.69	.00	.00
00036 JAMES	VANESSA	Н	1,726.81 √	.00	.00
00011 MARTIN	TIFFANY		1,249.38√	.00	.00
DEPARTMENT TOTALS			4,287.88	.00	.00
DEPARTMENT 010-409			,		
00127 CASTEEL	SELENA	L	1,311.69	.00	.00
00144 SHERRIN	KAITLYN	M	856.80√	.00	.00
DEPARTMENT TOTALS			2,168.49	.00	.00
DEPARTMENT 010-410			,		
00105 HEFNER	FRANKLIN	R	2,221.15	.00	.00
DEPARTMENT TOTALS			2,221.15	.00	.00
DEPARTMENT 010-435					
00056 PIPPIN	TRACIE	J	1,726.81√	.00	.00
00145 ROGERS	KATHERINE	D	466.40	.00	.00
DEPARTMENT TOTALS			2,193.21	.00	.00
DEPARTMENT 010-455			,		
00028 HESTER	TRACI		1,311.69	.00	.00
00097 MCLEMORE	SAMANTHA	J	1,249.38	.00	.00
00070 SPURLOCK	STACY		1,846.81	.00	.00
DEPARTMENT TOTALS			4,407.88	.00	.00
DEPARTMENT 010-475					
00004 BAILEY	JESSICA		1,311.69√,	.00	.00
00017 DIXON	MICHAEL		3,207.58 √	.00	.00
DEPARTMENT TOTALS			4,519.27	.00	.00
DEPARTMENT 010-495					
00142 CROW	CANDACE	E	949.92 √	.00	.00
00018 DUNGAN	KIM	M	1,549.38	.00	.00
00053 PERRY	LISA		1,815.62 🗸	.00	.00
DEPARTMENT TOTALS			4,314.92	.00	.00
DEPARTMENT 010-497			,		
00122 CAMPSEY	BRADLEY	G	1,726.81	.00	.00
DEPARTMENT TOTALS			1,726.81	.00	.00

FOR CHECK DATE FROM 11/04/2019 TO 11/04/2019

			U. .	11/01/2015	0 11/04/20	13
EMP#	NAME		(GROSS WAGES	OVERTIME	O/T HOURS
DEPAR	TMENT 010-499					
	HAUGER	TAMMY	G	1,249.38	.00	0.0
00042		BETTY	G	1,311.69/	.00	.00
00136		TRASI	D	1,187.92	.00	.00
	ROBINSON	SHARON		1,726.81 🗸	.00	.00
				-//20.01 /	.00	.00
DE	PARTMENT TOTALS			5,475.80	.00	.00
DEPAR'	TMENT 010-510					
00003		BENNY	L	1,454.96	.00	.00
00057	REDDING	RHONDA	_	1,313.62 🗸	.00	.00
				,		.00
DE	PARTMENT TOTALS			2,768.58	.00	.00
DEPAR'	IMENT 010-551			,		
00079	WATSON	CLYDE	E	1,726.81	.00	.00
DE	PARTMENT TOTALS			1,726.81	.00	.00
DRPAP	IMENT 010-560					
	ANGELL	DOUGLAS		1,935.00 ✓	.00	.00
	FRANCIS	MICHAEL	W	1,782.27	.00	.00
	HANNAH	ELDON	R	1,507.27	.00	.00
	HOWARD	JEREMY	М	1,405.81/	.00	.00
00132	JOLLY	CHRISTOPHE	L	1,530.35	.00	.00
00108	JOLLY	JENNY	М	1,697.50	.00	.00
	LEWIS	ADAM	L	1,225.23	.00	.00
	MAHAN	TERRY		1,461.12 🗸	.00	.00
	MARLOW	KEATON	M	1,461.12	.00	.00
	MCGEE	CODY	S	1,507.27 ✓	.00	.00
	MILLER	TAMMY		1,655.92	.00	.00
	PIPPIN	HEATHER	_	1,302.15	.00	.00
00135		MARITHEA	Ε	1,706.78	.00	.00
	RICHARDSON SMITH	JAMES	D	1,507.27	.00	.00
	SPURLOCK	YVONNE THOMAS	ъ	1,568.85 / 2,061.88 /	.00	.00
	THOMPSON	JOHNNY	P M	1,782.27 \(\)	.00	.00
	VANDERKAAY	DAVID	141	1,782.27	.00 .00	.00
	WALDEN	PARKER	W	1,461.12 \(\sqrt{1} \)	.00	.00
	WALLEY	ZACHARY	Ċ	1,461.12	.00	.00
	PARTMENT TOTALS		Ū	·		
DE	FARTPIENT TOTALS			31,802.57	.00	.00
DEPAR'	IMENT 010-561			,		
00012	BROWNING	RANDIE		1,302.15 🗸	.00	.00
	CRAYCRAFT	JESSICA	N	1,302.15	.00	.00
	HOUSE	DANNY	G	1,225.23	.00	.00
	JACKSON	MONTY		1,302.15√	.00	.00
	LARIMORE	DONALD	G	1,302.15	.00	.00
	NEWBY	BRIAN	A	1,672.27	.00	.00
	NEWBY	MARIE	Г	1,412.23	.00	.00
	PARKER PHILLIPS	JULIE LOWELL	D B	1,302.15 \\ 1,302.15 \/	.00	.00
	REGER	CHRIS	ם	1,845.35	.00 .00	.00
	WALDEN	RUSSELL	W	1,263.69	.00	.00 .00
			••	1,200.00	.00	.00

FOR CHECK DATE FROM 11/04/2019 TO 11/04/2019

EMP# NAME		G	ROSS WAGES	OVERTIME	O/T HOURS
DEPARTMENT TOTALS			15,231.67	.00	
			13,231.07	.00	.00
DEPARTMENT 010-665 00014 COX	ALINDA	R	655 85 4	.00	.00
00027 HEFNER	REBEKAH		655.85 1,311.69 655.85	.00	.00
00045 MARTIN	CHARLES		655.85	.00	.00
DEPARTMENT TOTALS			2,623.39	.00	.00
FUND TOTALS			89,603.74	.00	.00
DEPARTMENT 011-621					
00046 MAXWELL	WINFIELD		1,394.38	.00	.00
00121 OLIVER	GARY	M	1,815.62	.00	.00
00072 STRICKLAND	JAMES	R	384.00 / 1,394.38	.00	.00
00085 WILSON	JERRY		1,394.38	.00	.00
DEPARTMENT TOTALS			4,988.38	.00	.00
FUND TOTALS			4,988.38	.00	.00
DEPARTMENT 012-622			,		
00134 AMASON	JASON	С	1,313.62	.00	.00
00008 BROCK	JAMES		1,815.62 🗸	.00	.00
00084 WILSON	DAREL		1,394.38 🗸	.00	.00
DEPARTMENT TOTALS			4,523.62	.00	.00
FUND TOTALS			4,523.62	.00	.00
DEPARTMENT 013-623					
00006 BIRDWELL	HENRY	D	1,646.81	.00	.00
00023 HADDERTON	LANNY		1,313.62	.00	.00
00039 KINDER	KENNETH		1,459.00 🗸	.00	.00
DEPARTMENT TOTALS			4,419.43	.00	.00
FUND TOTALS			4,419.43	.00	.00
DEPARTMENT 014-624					
00090 BOUNDS	DARRELL	E	1,394.38	.00	.00
00013 COUFAL	TIMOTHY		1,459.00	.00	.00
00078 WARD	TERRY		1,815.62 🗸	.00	.00
DEPARTMENT TOTALS			4,669.00	.00	.00
FUND TOTALS			4,669.00	.00	.00
GRAND TOTALS			108,204.17	.00	.00

10/30/2019 16:05 PAYROLL APPROVAL FOR COUNTY OF JACK

DATE Nov 12, 2019

PAY165 PAGE

FOR CHECK DATE FROM 11/04/2019 TO 11/04/2019

EMP# NAME

GROSS WAGES OVERTIME O/T HOURS

Nov 12,201 THE PRECEDING LIST OF PAYROLL WAS REVIEWED AND APPROVED FOR PAYMENT BY COMMISSIONER'S DATE: APPROVED BY

RECEIVED

JACK COUNTY AUDITOR

FILED FOR RECORD

O'CLOCK_

NOV 1 2 2019

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

BY_ _DEPUTY



Brian Keith Umphress

County Judge of Jack County, Texas 100 N. Main St., Ste. 206 Jacksboro, TX 76458 940.567.2241 940.567.5502 Fax judge@jackcounty.org

November 1, 2019

Graves Humphries Stahl, LTD 1110 Enterprise Drive Sulphur Springs, TX 75482

Re: Termination of Agreement Contract for Court Collection Services Dated December 1st, 2017

To Whom It May Concern,

This is to notify you that we have elected to terminate without cause the above-written contract with you in accordance with the terms and provisions of the contract. This letter will serve as the ninety (90) day written notice of our desire and intention.

Respectfully,

BRIANKEITH UMPHRESS
County Judge – Jack County Texas

FILED FOR RECORD

O'CLOCK M

NOV 0 1 2019

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

BY_____DEPUTY

FILED FOR RECORD

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NOV 1 2 2019



VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

Brian Keith Umphress County Judge of Jack County, Texas

100 N. Main St., Ste. 206 Jacksboro, TX 76458 940.567.2241 940.567.5502 Fax judge@jackcounty.org

November 12, 2019

C. Corey Fickes Linebarger, Goggan, Blair & Sampson, LLP. 100 Throckmorton Suite 300 Ft. Worth, TX 76102

Re: Termination of Agreement

Contract for Court Fines and Fees and Delinquent Property Tax Collection Services

Mr. Fickes,

This is to notify you that the Commissioner's Court of Jack County has elected to terminate the above-referenced contract in accordance with the terms and provisions of the contract. This letter will serve as the sixty/(60) day written notice of our desire and intention.

Respectfull

BRIAN KEITH UMPHRESS County Judge – Jack County, Texas



Brian Keith Umphress County Judge of Jack County, Texas

Judge of Jack County, Texas 100 N. Main St., Ste. 206 Jacksboro, TX 76458 940.567.2241 940.567.5502 Fax judge@jackcounty.org

November 1, 2019

Graves Humphries Stahl, LTD 1110 Enterprise Drive Sulphur Springs, TX 75482

Re: Termination of Agreement Contract for Court Collection Services Dated December 1st, 2017

To Whom It May Concern,

This is to notify you that we have elected to terminate without cause the above-written contract with you in accordance with the terms and provisions of the contract. This letter will serve as the ninety (90) day written notice of our desire and intention.

Respectfully,

PATAN KEITH UMPNRESS
County Judge – Jack County, Texas

FILED FOR RECORD

O'CLOCK M

NOV 0 1 2019

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

CONTRACT FOR PROFESSIONAL COLLECTION SERVICES RELATED TO DELINQUENT COURT FINES AND FEES OWED TO THE JACK COUNTY

STATE OF TEXAS §
COUNTY OF JACK §

THIS CONTRACT is made and entered into by and between JACK COUNTY, a body corporate and politic under the laws of the State of Texas, acting herein by and through its governing body, hereinafter called County, and Perdue, Brandon, Fielder, Collins & Mott L.L.P., hereinafter called Perdue or Firm.

I.

The County agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs (hereinafter collectively referred to as "accounts") owed to the courts of the County pursuant to 103.001 of the Texas Code of Criminal Procedure. This Agreement embodies the entire contract between the parties hereto relative to the subject matter hereof. This contract supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

County agrees to refer delinquent accounts to Perdue for collection. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date. County will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fees that are subject to this contract.

III.

Perdue is to refer all payments and correspondence directly to the County the fees being collected pursuant to this contract. Any payments received by Perdue will be delivered to the County within seven (7) days of receipt. County agrees to pay to Perdue as follows:

- (1) Zero percent (0%) of the collected fines, fees, and court costs referred to Perdue by County imposed on all unadjudicated offenses committed on or before June 18, 2003.
- (2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and
- (3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.001, Texas Code of Criminal Procedure.

IV.

This Contract is for an initial period beginning on the execution date in 2019 The term of this contract will be for 30 days and after the initial 30 days, will automatically renew for 30 day periods each and every month until notice of termination is provided by County or Perdue.

Upon termination Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the County prior to the notice of termination and will be entitled to compensation on such accounts if collected.

V.

For purposes of sending notice under the terms of this contract, any notice which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be sent by certified United States mail, return receipt requested; or delivered by hand or by courier, to the respective parties as follows:

> Perdue, Brandon, Fielder, Collins & Mott L.L.P. Attn: Tony Fidelie 900 8th Street, Suite 1100 Wichita Falls, Texas 76301

County of Jack Attn: Brian Keith Umphress County Judge 100 North Main Street, #206 Jacksboro, Texas 76458

VI.

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Jack County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said contract as set-forth above.

VIII.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

The benefits of this Agreement are intended to inure solely to Perdue and the County. Accordingly, the parties do not intend any persons who are not named in this Agreement to have authority to enforce any provision of this Agreement.

Perdue verifies that it is in compliance with and will comply with all provisions of Texas Government Code Section 2270.002 during the term of this contract. Perdue verifies that it is not engaged in and will not engage in a boycott of Israel. In support of this contract the County has also adopted written findings pursuant to Section 2254.1036 of the Government Code which are attached hereto and adopted by reference.

This contract is executed on behalf of County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes. This contract is for professional services and is therefore exempt from the competitive bidding requirements set forth by state law.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITMESS the signature of all parties hereto this the

ay of **No.** 5019

COUNTY OF JAC

By:

Brian Keith Umphres County Judge

PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.

For the Firm

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP:

The County Commissioners of Jack County, in support of its decision to contract with Perdue, Brandon, Fielder, Collins & Mott, LLC and pursuant to Section 2254.1036, of the Government Code, hereby finds the following to be true:

- 1) there is a substantial need for the legal services specified in said contract;
- 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the County; and
- 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because the County does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

APPROVED and EXECUTED this the day of Prior 2019.

Brian Keith Umphress
County Judge

O'CLOCK M

NOV 1 9 2019

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

CONTRACT FOR THE COLLECTION OF **DELINQUENT TAXES**

THE STATE OF TEXAS

8 8 8

COUNTY OF JACK

THIS CONTRACT is made and entered into by and between JACK COUNTY, acting herein and through the Jack County Commissioner's Court, hereinafter called Taxing Authority, and PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P., Attorneys at Law or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to retain the services and does hereby retain the services of the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current year taxes becoming delinquent within the period of this Contract shall become subject to its terms upon the following conditions:

- Taxes that become delinquent during the term of this Contract that are not delinquent for any prior year become subject to the terms of this Contract on the 1st day of the month in which penalties attach to the taxes pursuant to Section 33.07, 33.08 and/or 33.11 of the Texas Property Tax Code.
- Taxes that become delinquent during the term of this Contract on property that is delinquent for prior years shall become subject to its terms on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the Firm for collection by Taxing Authority's Tax Collector.
- Notwithstanding A or B, the Taxing Authority may turn over to the Firm to pursue remedies under Sections 33.48 or 33.21, et. Seq. of the Texas Property Tax Code at Tax Authority's discretion, and said taxes will become subject to the terms of this Contract.

- D. All delinquent personal property taxes shall become subject to this Contract and are to be turned over to the Firm for collection 60 days after the delinquency date for said taxes. A 20% penalty shall be assessed to defray the cost of collecting those taxes as provided by section 33.11, Texas Property Tax Code. All collection penalties or attorney fees collected on those taxes are the property of the Firm and shall be paid in the same manner as all other collection penalties or attorney fees under this Contract.
- E. Other taxes, including current taxes, which are turned over to the Firm by Taxing Authority's Tax Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this Contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage, as set forth in Paragraph V, of any amounts of delinquent taxes, penalties, and interest actually received by Taxing Authority.
- F. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.

II.

The Firm is to call to the attention of the Taxing Authority's Tax Collector or other designated officials any errors, double assessments or other discrepancies coming under its observation during the progress of the work and is to intervene on behalf of Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make progress reports to Taxing Authority on request and to advise Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

All activities performed by the Firm in connection with this Contract are performed at no expense, fee, or cost to Taxing Authority.

Taxing Authority agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) Twenty (20%) percent of the amount of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph I above, collected and paid to Taxing Authority Tax Collector during the term of this contract, as and when collected.

VI.

Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

This Contract is for an initial period beginning on the execution date in 2019. The term of this contract will be for 30 days and after the initial 30 days, will automatically renew for 30 day periods each and every month until notice of termination is provided by County or Perdue.

Upon termination Perdue shall have an additional six (6) months to complete work on all accounts which are in suit, at the discretion of the County, and will be entitled to compensation on such accounts if collected.

VIII.

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

The Firm verifies that it is in compliance with and will comply with all provisions of Texas Government Code Section 2270.002 during the term of this contract. In support of this contract the County has also adopted written findings pursuant to Section 2254.1036 of the Government Code which are attached hereto and adopted by reference.

In consideration of the terms and compensation here stated, the Firm hereby accepts said retention of services and undertakes the performance of this Contract as above written.

WITNESS the signatures of all parties hereto in duplicate originals this the day of day., 2019, in Jack County, Texas.

JACK COUNTY

By:

Brish Keith Umphress County Judge

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

Attorneys at Law 900 8th Street, Suite 1100 Wichita Falls, Texas 76301

Partne

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP:

The Commissioner's Court for Jack County, Texas, in support of its decision to contract with Perdue, Brandon, Fielder, Collins & Mott, LLC and pursuant to Section 2254.1036, of the Government Code, hereby finds the following to be true:

- 1) there is a substantial need for the legal services specified in said contract;
- 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of County; and
- 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because the County does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

APPROVED and EXECUTED this the

y of / William,

Brian Keith Umphres County Judge

FILED FOR RECORD
O'CLOCK M
NOV 1 9 2019
VANESSA JAMES, County Clerk JACK COUNTY, TEXAS
BY DEPUTY

	CERTIFICATE OF INTERESTED PAR	HES		FOR	и 1295
_					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE		
1	Name of business entity filing form, and the city, state and coun of business.	try of the business entity's place	CERTIFICATION OF FILING Certificate Number:		OF FILING
	PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP Wichita Falls, TX United States		2019-561233 Date Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	11/13/2019		
	Jack County		Date Acknowle	dged:	
3	Provide the identification number used by the governmental entidescription of the services, goods, or other property to be provided by the governmental entidescription of the services, goods, or other property to be provided by the governmental entidescription of the services of the se	ity or state agency to track or identify ded under the contract.	the contract, an	d prov	ide a
	collection of government receivables				
4	Name of Interested Party	City, State, Country (place of busine	i		interest plicable)
			Controll		Intermediary
	•				
*					
_					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Justin Bon	, and my date of	birth is <u>\o\a</u>	198	<u>6</u> .
	My address is 900 3 th 14 - 5 - 100 (street)	(city) (si	メ 76307 ate) (zip cox	de)	Country)
	I declare under penalty of perjury that the foregoing is true and correct	ct.			
	Executed inCount	ty, State of, on the		month)	, 20 <u>\Q</u> (year)
			(1		(Joar)

Forms provided by Texas Ethics Commission

Signature of authorized agent of contracting business entity (Declarant)

www.ethics.state.tx.us

Version

Version V1.1.3a6aaf7d

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

FORM CIQ

For vendor doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Perdre, Brandon, Fielder Collins Mott LLB	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
~ \/ \/ \/ \/ \	
Name of Officer	
Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or lother than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?	th the local government officer. In additional pages to this Form it is selected by the receive taxable income.
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 nother business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member	of the officer one or more gifts
as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.	
⁷ ~ \	
Signature of vendor doing business with the governmental entity	Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - $(\overline{\mathbf{i}})$ a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor:
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity: or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

FILED FOR RECORD _____O'CLOCK____M

CONFLICT OF INTEREST QUESTIONNAIRE	NOV 1 FORM CIQ
For vendor doing business with local governmental entity	NESSA JAMES, County Clerk JACK COUNTY, TEXAS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session	OFFICE USE ONLY DEPUTY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Perdu Brandon, Fielder Collins Mott LLB	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	
Name of Officer	:
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or lother than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes No	t income, from or at the direction
Describe each employment or business relationship that the vendor named in Section 1 nother business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	
Alm	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.	
7 ~~~	
Signature of vendor doing business with the governmental entity	Date

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NOV	12	2019	

FILED FOR RECORD

STATE OF TEXAS	§
COUNTY OF JACK	_

	VANESSA JAMES, County Clerk JACK COUNTY, TEXAS
BY	5

DEPUTY

ORDER RESTRICTING OUTDOOR BURNING

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

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

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

This Order does not prohibit outdoor burning activities:

- (1) related to public health and safety that are authorized by the Texas Natural Resource Conservation Commission for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or
 - (C) planting or harvesting of agriculture crops; or
- (2) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

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

- (1) All bonfires are prohibited;
- (2) All campfires are prohibited except those in contained in metal fire rings and none are permitted if winds are or are predicted at 20 mph or greater or relative humidity is less than 30 %.
- (3) No fire allowed under this exemption shall be left unattended;
- (4) Any fire allowed under this exemption shall be attended with appropriate fire safety equipment such as a shovel and water hose or bucket;
- (5) Charcoal fires will be allowed in fire rings or metal cook boxes; and,
- (6) Charcoal used in said fires shall be of the type which is manufactured to contain sufficient lighting fluid to ignite the charcoal.

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

- (1) A spotter is required for each welder, each cutter, each grinder, and for any activity that causes or may cause a spark.
- (2) A perimeter around the welding area shall be established of a radius of 25 feet and clear of vegetation, if possible, and kept wet. The welding perimeter must be three times the height of the actual welding. Example: if the welding is occurring ten feet off the ground, a perimeter of thirty (30) feet radium must be protected.
- (3) A minimum of 100 gallons of water must be available on site.
- (4) A minimum of one (1) water pressure fire extinguisher per spotter is required.
- (5) If the perimeter cannot be cleared of vegetation, proper precautionary measures must be taken (Example: protecting brush, etc, by utilizing fire-resistant tarps).
- (6) Welding in an enclosed area or underground is acceptable.
- (7) No welding is permitted if winds are 20 mph or greater or relative humidity is less than 30%.
- (8) Welder or Company conducting welding operations must prior to activities file with the Jack County Sheriff's Office proof of effective liability insurance or be bonded in an amount of at least \$300,000.
- (9) Prior to ANY welding activity, a phone call shall be placed by the welder or company conducting welding operations to the Jack County Sheriff's department relaying the location of the project, cell phone for contact person, name of party responsible, and name of the welder.

Failure by a person to comply with the County's Emergency Plan or with a rule, order, or ordinance adopted under the plan is an offense which may be punishable as a Class C misdemeanor by a fine not to exceed \$500 or as authorized by Government Code, Section 418.173 by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days.

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

ADOPTED this 12th day of November 2019.

By:

Attes

JACK COU

Brian Keith Umphress, County Judge

Vanessa James, Jack County Clerk