

**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 25th day of January, 2021 at 9:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

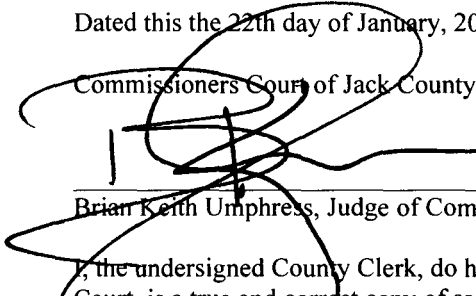
These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. Payment of Claims;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meeting for January 11, 2020;
 - (b) Review and Acceptance of Auditor's Monthly Reports;
 - (c) Appointment of Pro Tem County Judge for Commissioners Court for the calendar year 2021;
4. TIMED AGENDA ITEMS:

9:00 a.m. - Presentation by Alinda Cox and Jack County 4-H'ers about what they have learned and how it has helped them with what they exhibited at the recent Jack County Fair;
5. Review and approval of Annual Service Agreement between Johnson Controls Fire Protection LP and Jack County Jail;
6. Discuss and approve a 48 month contract with Pitney Bowes for a new "SendPro C Auto" postage meter for use at the Jack County Law Enforcement Center;
7. Review and approve payment to Data Preservation Solutions for the preservation of the Index Book for County Clerk's Office from Records, Technology and Archives Funds;
8. Review and approve payment to CDW for three (3) Fujitsu Scanners for use in County Clerk's Office from Records Management Funds;
9. Discussion of status of County Transportation Infrastructure Fund (CTIF) Grant from Texas Department of Transportation;
10. Discuss Jack County participation in the National Flood Insurance Program (NFIP) and consent to adopt a Floodplain Management Ordinance;
11. Update and discuss potential Wind Farm Projects and the need to update the Jack County guidelines and criteria governing Tax Abatement Agreements.
12. Discuss renovation of Jack County District Courtroom;
13. Discussion of Commissioner Precinct Operations;
14. Reports, if any, by other Department Heads;
15. FUTURE AGENDA ITEMS; AND;
16. ADJOURNMENT.

Dated this the 22th day of January, 2021.

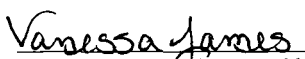
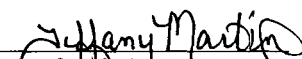
Commissioners Court of Jack County, Texas



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 20th day of January, 2021, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 22th day of January, 2021, at 8:47 A.m.

Vanessa James, County Clerk of Jack County, Texas

FILED FOR RECORD

_____ O'CLOCK _____ M

JAN 22 2021

**VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS**

BY _____ DEPUTY



MINUTES

On this the 25th day of January, 2021 the Commissioners Court of Jack County, Texas met in Regular Session at 9:06 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

FILED FOR RECORD

_____ O'CLOCK _____

FEB - 8 2021

**VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS**

BY _____ DEPUTY

PUBLIC FORUM

Teri Gitchell from the north part of the County spoke in opposition of wind farms. She asks that the Commissioners to take into consideration the residents and venues in that area.

Ronnie Cafagna spoke to Commissioners regarding wind farms he is also in opposition of them coming in. He feels that a wind farm in the area will devalue his land and is asking the Court not to grant a tax abatement to promote wind farms coming in.

PAYMENT OF ACCOUNTS AND CLAIMS

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

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meeting for January 11, 2020;
- (b) Review and acceptance of Auditor's Monthly Reports;
- (c) Appointment of Pro Tem County Judge for Commissioner's Court for calendar year 2021;

Judge Umphress made a motion to approve Consent Agenda Items and name Commissioner Brock Pro Tem County Judge for calendar year 2021; Commissioner Birdwell seconded and the motion passed unanimously (5-0).

TIMED AGENDA ITEMS

9:00 a.m.- Presentation by Alinda Cox and Jack County 4-H'ers about what they have learned and how it has helped them with what they exhibited at the recent Jack County Fair;

Many Jack County 4-H members attended Court and shared their experiences in preparation and at the Jack County Fair this year.

REVIEW AND APPROVAL OF ANNUAL SERVICE AGREEMENT BETWEEN JOHNSON CONTROLS FIRE PROTECTION LP AND JACK COUNTY JAIL

Motion was made by Commissioner Brock to approve the annual service agreement with Johnson Controls Fire Protection LP. Motion was seconded by Commissioner Ward and passed unanimously. (5-0)

DISCUSS AND APPROVE A 48 MONTH CONTRACT WITH PITNEY BOWES FOR A NEW "SEND PRO C AUTO" POSTAGE METER FOR USE AT THE JACK COUNTY LAW ENFORCEMENT CENTER

Motion was made by Judge Umphress to approve the contract with Pitney Bowes for a new postage meter to be placed at the Jack County Law Enforcement Center. Motion was seconded by Commissioner Brock and passed unanimously. (5-0)

REVIEW AND APPROVE PAYMENT TO DATA PRESERVATION SOLUTIONS FOR THE PRESERVATION OF AN INDEX BOOK FOR THE COUNTY CLERK'S OFFICE FROM RECORDS TECHNOLOGY AND ARCHIVE FUNDS

Motion was made by Commissioner Birdwell to approve payment. Motion was seconded by Commissioner Ward and it passed unanimously.

REVIEW AND APPROVE PAYMENT TO CDW FOR THREE (3) FUJITSU SCANNERS FOR USE IN COUNTY CLERK'S OFFICE FROM RECORDS MANAGEMENT FUNDS
Motion was made by Commissioner Birdwell to approve payment for purchase of 3 scanners funds coming from County Clerk's Records Management Fund. Motion was seconded by Commissioner Brock and passed unanimously. (5-0)

DISCUSSION OF STATUS OF COUNTY TRANSPORTATION INFRASTRUCTURE FUND (CTIF) GRANT FROM TEXAS DEPARTMENT OF TRANSPORTATION

Judge Umphress gave the public in attendance an explanation of CTIF. Candace Crow is compiling a chart of equipment precincts already have but she will need more detailed information. Commissioner Brock will provide her with the needed information.

DISCUSS JACK COUNTY PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) AND CONSENT TO ADOPT A FLOODPLAIN MANAGEMENT ORDINANCE

Motion was made by Commissioner Oliver to allow the County Judge to make any corrections needed once FEMA looks over the provided ordinance and to sign for approval when completed. Motion was seconded by Commissioner Brock and passed unanimously. (5-0)

Commissioner's Court went into recess at 10:04 a.m. for a zoom meeting with TXDot
Court called back into order at 10:43 a.m.

UPDATE AND DISCUSS POTENTIAL WIND FARM PROJECTS AND THE NEED TO UPDATE THE JACK COUNTY GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT AGREEMENT

Commissioner Birdwell, Commissioner Ward and Treasurer Brad Campsey stepped out during this item.

EDF has communicated with a couple of members of Commissioner's Court regarding a wind farm they are looking to install in the north part of Jack County. Judge Umphress has spoken to Allisson, Bass and Magee attorneys that represent counties help with legal matters and in this case any abatement that may be considered.

Mr. Byron Barton representing the North Texas Heritage Association addressed the Court he has been involved in fighting against wind farms in Clay County also. He has put together very compelling facts to give the Court before making decisions.

Mr. Christie lives in the north part of the County and attended a community meeting regarding wind farms.

Mr. Scott Cleveland is a farm and ranch realtor and wanted to speak to the Court regarding property values and what a wind farm will do to them. If the area was protected those property values would go way up. Wind farms cause wildlife to leave the area because of noise.

Judge Umphress reported the Commissioner's Court will set guidelines before considering any abatement. Mr. Cleveland requested the Commissioner's make decisions on behalf of the land owners. RWE a foreign owned company is one of the Wind Tower companies pushing for the towers.

The group would like to have two weeks to complete some studies and meet with Commissioner's before any decisions are made.

No action taken at this time.

Commissioner Birdwell, Commissioner Ward and Treasurer Campsey returned to the meeting.

DISCUSS RENOVATION OF JACK COUNTY DISTRICT COURTROOM

Judge Umphress - Randy Parks has come to look at the walls in the Courtroom. He would like to go back in with the red oak paneling and add in hand made columns. There would need to be several shipping containers outside to hold his materials while working. The install only would take 2-3 months.

DISCUSSION OF COMMISSIONER PRECINCT OPERATIONS

Commissioner Birdwell has talked to several companies about a motor grader and given bid packages. RDO has 4 machines that are lease returns he is interested in finding out how much they will sell for.

REPORTS, IF ANY, BY OTHER DEPARTMENT HEADS

Commissioners need an inventory list of vehicles at the Sheriff's Office, who is using them and what vehicles need to go to auction. Do not want to put cameras into vehicles that need to be auctioned.

New cameras inside and outside the jail have been installed. There are adjustments that need to be made with some cameras.

Frank Hefner, EMC the State has not given notification of when more COVID-19 vaccines will be arriving. Jack County has only received 3% of our allocation according to our population.

Judge Umphress, there may be a need to purchase a subzero freezer if we are able to get the Pfizer brand vaccine.


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 1:01 p.m.



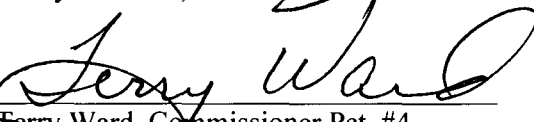
Gary Oliver, Commissioner Pct. #1



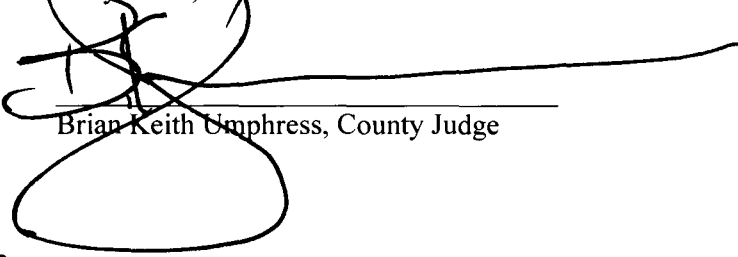
James L. Brock, Commissioner Pct. #2



Henry Birdwell, Jr. Commissioner Pct. #3

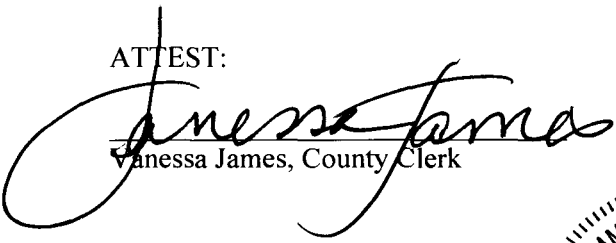


Terry Ward, Commissioner Pct. #4



Brian Keith Umphress, County Judge

ATTEST:



Vanessa James, County Clerk



FOR CHECK DATE FROM 01/25/2021 TO 01/25/2021

EMP#	NAME			GROSS WAGES	OVERTIME	O/T HOURS
DEPARTMENT 010-401						
00075	TILLERY	DEBRA	A	1,351.04✓	.00	.00
00123	UMPHRESS	BRIAN	K	2,966.54✓	.00	.00
DEPARTMENT TOTALS				4,317.58	.00	.00
DEPARTMENT 010-403						
00010	BROOKS	SUZANNE		1,351.04✓	.00	.00
00036	JAMES	VANESSA	H	1,778.62✓	.00	.00
00011	MARTIN	TIFFANY		1,286.88✓	.00	.00
DEPARTMENT TOTALS				4,416.54	.00	.00
DEPARTMENT 010-409						
00127	CASTEEL	SELENA	L	1,351.04✓	.00	.00
00144	SHERRIN	KAITLYN	M	975.78✓	.00	.00
DEPARTMENT TOTALS				2,326.82	.00	.00
DEPARTMENT 010-410						
00105	HEFNER	FRANKLIN	R	2,287.81✓	.00	.00
DEPARTMENT TOTALS				2,287.81	.00	.00
DEPARTMENT 010-435						
00184	DAMRON	ETHEL	S	1,223.58✓	.00	.00
00056	PIPPIN	TRACIE	J	1,778.62✓	.00	.00
DEPARTMENT TOTALS				3,002.20	.00	.00
DEPARTMENT 010-455						
00028	HESTER	TRACI		1,351.04✓	.00	.00
00097	MCLEMORE	SAMANTHA	J	1,286.88✓	.00	.00
00070	SPURLOCK	STACY		1,932.47✓	.00	.00
DEPARTMENT TOTALS				4,570.39	.00	.00
DEPARTMENT 010-475						
00004	BAILEY	JESSICA		1,432.12✓	.00	.00
00017	DIXON	MICHAEL		3,259.39✓	.00	.00
00062	ROBINSON	JANICE	C	395.52✓	.00	.00
DEPARTMENT TOTALS				5,087.03	.00	.00
DEPARTMENT 010-495						
00142	CROW	CANDACE	E	1,351.04✓	.00	.00
00018	DUNGAN	KIM	M	1,595.88✓	.00	.00
00053	PERRY	LISA		1,870.08✓	.00	.00
DEPARTMENT TOTALS				4,817.00	.00	.00
DEPARTMENT 010-497						
00122	CAMPSEY	BRADLEY	G	1,778.62✓	.00	.00
DEPARTMENT TOTALS				1,778.62	.00	.00

FOR CHECK DATE FROM 01/25/2021 TO 01/25/2021

EMP#	NAME		GROSS WAGES	OVERTIME	O/T HOURS
DEPARTMENT 010-499					
00099	HAUGER	TAMMY	G 1,286.88 ✓	.00	.00
00042	LOW	BETTY	G 1,351.04 ✓	.00	.00
00136	OGLE	TRASI	D 1,223.58 ✓	.00	.00
00063	ROBINSON	SHARON	1,778.62 ✓	.00	.00
DEPARTMENT TOTALS			5,640.12	.00	.00
DEPARTMENT 010-510					
00107	GUTHRIE	DANIELLE	1,238.00 ✓	.00	.00
00152	HOLCOMB	ANDREW	M 643.21 ✓	.00	.00
00057	REDDING	RHONDA	1,353.04 ✓	.00	.00
DEPARTMENT TOTALS			3,234.25	.00	.00
DEPARTMENT 010-551					
00079	WATSON	CLYDE	E 1,847.19 ✓	.00	.00
DEPARTMENT TOTALS			1,847.19	.00	.00
DEPARTMENT 010-560					
00165	BANDA	LUIS	3,020.51 ✓	.00	.00
00020	FRANCIS	MICHAEL	W 1,833.65 ✓	.00	.00
00182	FREEMAN	OLTON	K 1,466.50 ✓	.00	.00
00166	GONZALEZ	JOSE	2,994.85 ✓	.00	.00
00160	GOODIN	AMANDA	N 1,341.23 ✓	.00	.00
00030	HOWARD	JEREMY	M 1,551.11 ✓	.00	.00
00043	MAHAN	TERRY	1,504.96 ✓	.00	.00
00102	MC GEE	CODY	S 1,551.11 ✓	.00	.00
00049	MILLER	TAMMY	1,957.07 ✓	.00	.00
00055	PIPPIN	HEATHER	1,341.23 ✓	.00	.00
00058	REGER	CHRIS	1,990.96 ✓	.00	.00
00135	REIS	MARITHEA	E 2,055.77 ✓	.00	.00
00133	RICHARDSON	JAMES	D 1,551.11 ✓	.00	.00
00168	SERNA	JESSICA	1,466.50 ✓	.00	.00
00069	SMITH	YVONNE	1,615.92 ✓	.00	.00
00071	SPURLOCK	THOMAS	P 2,121.65 ✓	.00	.00
00074	THOMPSON	JOHNNY	M 1,833.65 ✓	.00	.00
00077	VANDERKAAY	DAVID	1,833.65 ✓	.00	.00
00129	WALDEN	PARKER	W 1,569.85 ✓	.00	.00
00101	WALLEY	ZACHARY	C 1,569.85 ✓	.00	.00
DEPARTMENT TOTALS			36,171.13	.00	.00
DEPARTMENT 010-561					
00183	BRATHOLE	STEVEN	L 1,264.31 ✓	.00	.00
00088	CRAYCRAFT	JESSICA	N 1,341.23 ✓	.00	.00
00179	FLORES	ROBERTA	1,341.23 ✓	.00	.00
00141	HOUSE	DANNY	G 1,341.23 ✓	.00	.00
00035	JACKSON	MONTY	1,430.85 ✓	.00	.00
00192	MAYHEW	DARRELL	L 1,836.58 ✓	.00	.00
00191	MERCER	BOBBY	G 1,014.20 ✓	.00	.00
00051	NEWBY	BRIAN	A 1,875.53 ✓	.00	.00
00052	NEWBY	MARIE	L 1,543.46 ✓	.00	.00
00054	PHILLIPS	LOWELL	B 1,341.23 ✓	.00	.00

FOR CHECK DATE FROM 01/25/2021 TO 01/25/2021

EMP#	NAME			GROSS WAGES	OVERTIME	O/T HOURS
00186	SIMONTON	STEPHEN	S	1,833.65✓	.00	.00
00128	WALDEN	RUSSELL	W	1,341.23✓	.00	.00
00181	WOODS	SARAH	N	1,302.77✓	.00	.00
DEPARTMENT TOTALS				18,807.50	.00	.00
DEPARTMENT 010-665						
00014	COX	ALINDA	R	675.54✓	.00	.00
00027	HEFNER	REBEKAH		1,351.04✓	.00	.00
00045	MARTIN	CHARLES		675.54✓	.00	.00
DEPARTMENT TOTALS				2,702.12	.00	.00
FUND TOTALS				101,006.30	.00	.00
DEPARTMENT 011-621						
00046	MAXWELL	WINFIELD		1,436.23✓	.00	.00
00121	OLIVER	GARY	M	1,870.08✓	.00	.00
00085	WILSON	JERRY		1,436.23✓	.00	.00
DEPARTMENT TOTALS				4,742.54	.00	.00
FUND TOTALS				4,742.54	.00	.00
DEPARTMENT 012-622						
00008	BROCK	JAMES		1,870.08✓	.00	.00
00154	FOJTIK	CHARLES	E	1,436.23✓	.00	.00
00084	WILSON	DAREL		1,436.23✓	.00	.00
DEPARTMENT TOTALS				4,742.54	.00	.00
FUND TOTALS				4,742.54	.00	.00
DEPARTMENT 013-623						
00006	BIRDWELL	HENRY	D	1,870.08✓	.00	.00
00039	KINDER	KENNETH		1,502.77✓	.00	.00
00156	MCCOY	JOE		1,353.04✓	.00	.00
00124	ROGERS	PRESTON	R	1,436.23✓	.00	.00
DEPARTMENT TOTALS				6,162.12	.00	.00
FUND TOTALS				6,162.12	.00	.00
DEPARTMENT 014-624						
00013	COUFAL	TIMOTHY		1,502.77✓	.00	.00
00188	FARLEY	ROBERT	E	1,353.04✓	.00	.00
00169	GORDON	CURTIS	L	1,353.04✓	.00	.00
00078	WARD	TERRY		1,870.08✓	.00	.00
DEPARTMENT TOTALS				6,078.93	.00	.00
FUND TOTALS				6,078.93	.00	.00
GRAND TOTALS				122,732.43	.00	.00

FOR CHECK DATE FROM 01/25/2021 TO 01/25/2021

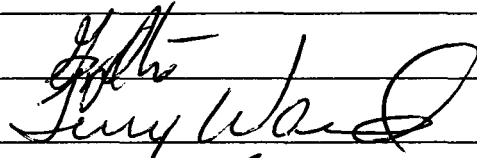
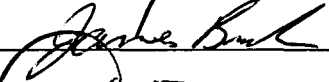
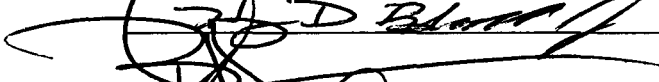
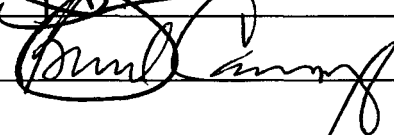
EMP#	NAME	GROSS WAGES	OVERTIME	O/T HOURS
------	------	-------------	----------	-----------

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

DATE: 1/25/21

DATE 1/25/21

APPROVED BY

FILED FOR RECORD

_____ O'CLOCK _____ M

JAN 25 2021

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

FOR CHECK DATE FROM 01/11/2021 TO 01/11/2021

EMP#	NAME			GROSS WAGES	OVERTIME	O/T HOURS
DEPARTMENT 010-401						
00075	TILLERY	DEBRA	A	1,351.04 ✓	.00	.00
00123	UMPHRESS	BRIAN	K	2,966.54 ✓	.00	.00
DEPARTMENT TOTALS				4,317.58	.00	.00
DEPARTMENT 010-403						
00010	BROOKS	SUZANNE		1,351.04 ✓	.00	.00
00036	JAMES	VANESSA	H	1,778.62 ✓	.00	.00
00011	MARTIN	TIFFANY		1,286.88 ✓	.00	.00
DEPARTMENT TOTALS				4,416.54	.00	.00
DEPARTMENT 010-409						
00127	CASTEEL	SELENA	L	1,351.04 ✓	.00	.00
00144	SHERRIN	KAITLYN	M	876.73 ✓	.00	.00
DEPARTMENT TOTALS				2,227.77	.00	.00
DEPARTMENT 010-410						
00105	HEFNER	FRANKLIN	R	2,287.81 ✓	.00	.00
DEPARTMENT TOTALS				2,287.81	.00	.00
DEPARTMENT 010-435						
00184	DAMRON	ETHEL	S	1,223.58 ✓	.00	.00
00056	PIPPIN	TRACIE	J	1,778.62 ✓	.00	.00
DEPARTMENT TOTALS				3,002.20	.00	.00
DEPARTMENT 010-455						
00028	HESTER	TRACI		1,351.04 ✓	.00	.00
00097	MCLEMORE	SAMANTHA	J	1,286.88 ✓	.00	.00
00070	SPURLOCK	STACY		1,932.47 ✓	.00	.00
DEPARTMENT TOTALS				4,570.39	.00	.00
DEPARTMENT 010-475						
00004	BAILEY	JESSICA		1,432.12 ✓	.00	.00
00017	DIXON	MICHAEL		3,259.39 ✓	.00	.00
DEPARTMENT TOTALS				4,691.51	.00	.00
DEPARTMENT 010-495						
00142	CROW	CANDACE	E	1,351.04 ✓	.00	.00
00018	DUNGAN	KIM	M	1,595.88 ✓	.00	.00
00053	PERRY	LISA		1,870.08 ✓	.00	.00
DEPARTMENT TOTALS				4,817.00	.00	.00
DEPARTMENT 010-497						
00122	CAMPSEY	BRADLEY	G	1,778.62 ✓	.00	.00
DEPARTMENT TOTALS				1,778.62	.00	.00

FOR CHECK DATE FROM 01/11/2021 TO 01/11/2021

EMP#	NAME			GROSS WAGES	OVERTIME	O/T HOURS
DEPARTMENT 010-499						
00099	HAUGER	TAMMY	G	1,286.88 ✓	.00	.00
00042	LOW	BETTY	G	1,351.04 ✓	.00	.00
00136	OGLE	TRASI	D	1,223.58 ✓	.00	.00
00063	ROBINSON	SHARON		1,778.62 ✓	.00	.00
DEPARTMENT TOTALS				5,640.12	.00	.00
DEPARTMENT 010-510						
00107	GUTHRIE	DANIELLE		1,238.00 ✓	.00	.00
00152	HOLCOMB	ANDREW	M	182.59 ✓	.00	.00
00057	REDDING	RHONDA		1,353.04 ✓	.00	.00
DEPARTMENT TOTALS				2,773.63	.00	.00
DEPARTMENT 010-551						
00079	WATSON	CLYDE	E	1,847.19 ✓	.00	.00
DEPARTMENT TOTALS				1,847.19	.00	.00
DEPARTMENT 010-560						
00165	BANDA	LUIS		1,466.50 ✓	.00	.00
00020	FRANCIS	MICHAEL	W	1,833.65 ✓	.00	.00
00182	FREEMAN	OLTON	K	1,466.50 ✓	.00	.00
00166	GONZALEZ	JOSE		1,466.50 ✓	.00	.00
00160	GOODIN	AMANDA	N	1,341.23 ✓	.00	.00
00030	HOWARD	JEREMY	M	1,551.11 ✓	.00	.00
00043	MAHAN	TERRY		1,504.96 ✓	.00	.00
00102	MC GEE	CODY	S	1,551.11 ✓	.00	.00
00049	MILLER	TAMMY		2,235.41 ✓	.00	.00
00055	PIPPIN	HEATHER		1,341.23 ✓	.00	.00
00058	REGER	CHRIS		1,990.96 ✓	.00	.00
00135	REIS	MARITHEA	E	1,744.29 ✓	.00	.00
00133	RICHARDSON	JAMES	D	1,551.11 ✓	.00	.00
00168	SERNA	JESSICA		1,466.50 ✓	.00	.00
00069	SMITH	YVONNE		1,615.92 ✓	.00	.00
00071	SPURLOCK	THOMAS	P	2,121.65 ✓	.00	.00
00074	THOMPSON	JOHNNY	M	1,833.65 ✓	.00	.00
00077	VANDERKAAY	DAVID		1,833.65 ✓	.00	.00
00129	WALDEN	PARKER	W	1,569.85 ✓	.00	.00
00101	WALLEY	ZACHARY	C	1,569.85 ✓	.00	.00
DEPARTMENT TOTALS				33,055.63	.00	.00
DEPARTMENT 010-561						
00183	BRATHOLE	STEVEN	L	1,264.31 ✓	.00	.00
00088	CRAYCRAFT	JESSICA	N	1,341.23 ✓	.00	.00
00179	FLORES	ROBERTA		1,341.23 ✓	.00	.00
00141	HOUSE	DANNY	G	1,341.23 ✓	.00	.00
00035	JACKSON	MONTY		1,430.85 ✓	.00	.00
00051	NEWBY	BRIAN	A	1,875.53 ✓	.00	.00
00052	NEWBY	MARIE	L	1,543.46 ✓	.00	.00
00054	PHILLIPS	LOWELL	B	1,341.23 ✓	.00	.00
00186	SIMONTON	STEPHEN	S	1,833.65 ✓	.00	.00
00128	WALDEN	RUSSELL	W	1,341.23 ✓	.00	.00

FOR CHECK DATE FROM 01/11/2021 TO 01/11/2021

EMP#	NAME		GROSS WAGES	OVERTIME	O/T HOURS
00181	WOODS	SARAH	N 1,302.77✓	.00	.00
DEPARTMENT TOTALS			15,956.72	.00	.00
DEPARTMENT 010-665					
00014	COX	ALINDA	R 675.54✓	.00	.00
00027	HEFNER	REBEKAH	1,351.04✓	.00	.00
00045	MARTIN	CHARLES	675.54✓	.00	.00
DEPARTMENT TOTALS			2,702.12	.00	.00
FUND TOTALS			94,084.83	.00	.00
DEPARTMENT 011-621					
00046	MAXWELL	WINFIELD	1,436.23✓	.00	.00
00121	OLIVER	GARY	M 1,870.08✓	.00	.00
00085	WILSON	JERRY	1,436.23✓	.00	.00
DEPARTMENT TOTALS			4,742.54	.00	.00
FUND TOTALS			4,742.54	.00	.00
DEPARTMENT 012-622					
00008	BROCK	JAMES	1,870.08✓	.00	.00
00154	FOJTIK	CHARLES	E 1,436.23✓	.00	.00
00084	WILSON	DAREL	1,436.23✓	.00	.00
DEPARTMENT TOTALS			4,742.54	.00	.00
FUND TOTALS			4,742.54	.00	.00
DEPARTMENT 013-623					
00006	BIRDWELL	HENRY	D 1,870.08✓	.00	.00
00039	KINDER	KENNETH	1,502.77✓	.00	.00
00156	MCCOY	JOE	1,353.04✓	.00	.00
00124	ROGERS	PRESTON	R 1,436.23✓	.00	.00
DEPARTMENT TOTALS			6,162.12	.00	.00
FUND TOTALS			6,162.12	.00	.00
DEPARTMENT 014-624					
00013	COUFAL	TIMOTHY	1,502.77✓	.00	.00
00188	FARLEY	ROBERT	E 1,353.04✓	.00	.00
00169	GORDON	CURTIS	L 1,353.04✓	.00	.00
00078	WARD	TERRY	1,870.08✓	.00	.00
DEPARTMENT TOTALS			6,078.93	.00	.00
FUND TOTALS			6,078.93	.00	.00
GRAND TOTALS			115,810.96	.00	.00

FOR CHECK DATE FROM 01/11/2021 TO 01/11/2021

EMP# NAME

GROSS WAGES

OVERTIME

O/T HOURS

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

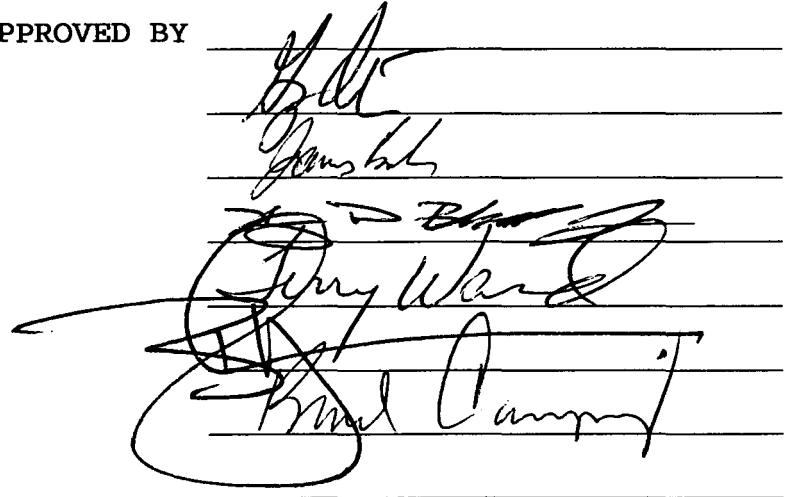
DATE:

1/25/21

DATE

1/25/21

APPROVED BY



RECEIVED

JAN 07 2021

JACK COUNTY AUDITOR



ALL RECORDS FROM 01/25/2021 TO 01/25/2021 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD PO NO	AMOUNT
CIRRA NETWORKS PO BOX 123686 FORT WORTH TX 76121	2021 010-570-604	TELEPHONE	ACCT#19660 STMT#10	01/16-02/15	01/21/21 04		259.99 ----- 259.99
DIAL TONE SERVICES LP PO BOX 470910 SAN FRANCISCO CA 94147	2021 010-560-912	RADIO/COMMUNICATIO	ACCT# 10000004054 L	203663102	01/14/21 04		35.59 ----- 35.59
ALLISON BASS MAGEE LLP ATTORNEYS AT LAW 402 W 12TH STREET AUSTIN TX 78701	2021 010-400-307	MISCELLANEOUS	RETAINER/OPEN CLOSE	4964	01/14/21 04		240.00 ----- 240.00
AMG PRINTING 10203 KOTZEBUE STE 110	2021 010-409-913 2021 010-409-914 2021 010-409-913	VOTER REGISTRATION MUNICIPAL ELECTION VOTER REGISTRATION	VOTER CERT ABSENT KITS V R APP	113297 113297 113297	01/14/21 04 01/14/21 04 01/14/21 04		31.25 694.19 70.00 ----- 795.44
SAN ANTONIO TX 78217							
AQUA ONE P O BOX 8210	2021 010-400-901 2021 010-400-901 2021 010-403-901	SUPPLIES SUPPLIES OPERATING SUPPLIE	SUB 724643 3RD FLOO SUB 724644 2ND FLOO SUB 724645 COUNTY C	442275 442273 442267	01/14/21 04 01/14/21 04 01/14/21 04		18.75 30.25 13.00
AMARILLO TX 79114	2021 010-435-901 2021 010-475-901 2021 010-455-901 2021 010-400-901	OPERATING SUPPLIES OPERATING SUPPLIE OPERATING SUPPLIE SUPPLIES	SUB 724646 DISTRICT SUB 724647 COUNTY A SUB 724649 JP SUB 724650 DISTRICT	442269 442268 442266 442276	01/14/21 04 01/14/21 04 01/14/21 04 01/14/21 04		7.25 7.25 7.25 12.00 ----- 95.75
AT&T INTERNET 148853541 PO BOX 5014 CAROL STREAM IL 60197	2021 010-400-604	TELEPHONE	INTERNET	01/10-02/09	01/19/21 04		90.00 ----- 90.00
AUTO-CHLOR SERVICES LLC DEPT 205 P O BOX 4869 HOUSTON TX 77210	2021 010-561-702	SERVICE AGREEMENT	MONTHLY SERVICE MAI	0561638	01/14/21 04		207.90 ----- 207.90
BEE'S & BEE'S LAWN SERVI P O BOX 238 POOLVILLE TX 76487	2021 010-400-705	BUILDING REPAIR	BEE'S & BEE'S LAWN	6056	01/14/21 04		250.00 ----- 250.00
BRUCKNER TRUCK SALES INC CORPORATE BILLING LLC DEPT 100 PO BOX 830604 BIRMINGHAM AL 35283	2021 014-624-704	HEAVY EQUIPMENT	RADIATOR	130344W	01/14/21 04		1,038.17 ----- 1,038.17
CARD SERVICE CENTER 0866 PO BOX 569100	2021 010-560-307 2021 010-560-207	MISCELLANEOUS SCHOOL/CONFERENCE	MEALS/CONF HOTEL		01/14/21 04 01/14/21 04		103.90 655.50 ----- 759.40
DALLAS TX 75356							
CARD SERVICE CENTER 0908	2021 010-560-901	OPERATING SUPPLIE	SPY POINT		01/14/21 04		15.00

ALL RECORDS FROM 01/25/2021 TO 01/25/2021 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD PO NO	AMOUNT
PO BOX 569100	2021 010-560-901	OPERATING SUPPLIE	CABLE TIES		01/14/21	04	35.57
	2021 010-560-803	FURNITURE/EQUIPMEN	CABLE TIES		01/14/21	04	35.00
DALLAS TX 75356	2021 010-560-901	OPERATING SUPPLIE	PHOTO TRANS		01/14/21	04	15.00
	2021 010-560-901	OPERATING SUPPLIE	PHOTO TRANS		01/14/21	04	16.24

							116.81
CARRILLO/TIBBELS PLLC	2021 010-477-302	DIST JUDGE ATTY FE	4984 GREEN FEL		01/14/21	04	1,880.00
PO BOX 207	2021 010-477-302	DIST JUDGE ATTY FE	4904 JETT FEL		01/22/21	04	700.00

DECATUR TX 76234							2,580.00
CAVALLO ENERGY TEXAS LLC	2021 010-400-603	ELECTRICITY	ACCT#5216006011	12/8-1/8	01/19/21	04	1,243.02
PO BOX 4414	2021 010-560-603	ELECTRICITY	ACCT#5216006012	12/8-1/8	01/19/21	04	472.99
	2021 010-561-603	ELECTRICITY	ACCT#5216006012	12/8-1/8	01/19/21	04	1,418.97
HOUSTON TX 77210	2021 010-510-603	ELECTRICITY	ACCT#5216006013	12/8-1/8	01/19/21	04	11.11
	2021 011-621-603	ELECTRICITY	ACCT#5216006014	12/8-1/8	01/19/21	04	14.92
	2021 012-622-603	ELECTRICITY	ACCT#5216006009	12/8-1/8	01/19/21	04	21.78
	2021 012-622-603	ELECTRICITY	ACCT#5216006010	12/8-1/8	01/19/21	04	36.53

							3,219.32
CIRRA NETWORKS	2021 010-560-702	SERVICE AGREEMENT	ACCT#18140 STMNT#10	01/16-02/15	01/19/21	04	65.00
PO BOX 123686	2021 010-561-702	SERVICE AGREEMENT	ACCT#18140 STMNT#10	01/16-02/15	01/19/21	04	64.99

FORT WORTH TX 76121							129.99
COKER FUNERAL HOME	2021 010-455-302	AUTOPSIES	HUGHS		01/21/21	04	768.75
152 STATE HWY 148							-----
JACKSBORO TX 76458							768.75
COLLIN JORDAN	2021 010-401-302	ATTORNEY FEES	13909 HUGHS MISD		01/15/21	04	375.00
900 8TH ST STE 630							-----
WICHITA FALLS TX 76301							375.00
CONCORD MED GROUP, PLLC	2021 010-561-306	MEDICAL EXPENSE	J TAYLOR CT SCAN	9185238	01/14/21	04	90.00
P O BOX 3689 DEPT 539							-----
SUGARLAND TX 77487							90.00
CURTIS L GORDON	2021 014-624-902	AUTO PARTS/TIRES	AIR DRYER PURG VALV	X750046519	01/14/21	04	195.67

							195.67
DATA PRESERVATION SOLUTI	2021 094-403-905	CO. CLK RECORDS	RECORDS PRESERVATIO	3649	01/14/21	04	42,712.00
8130 JOHN CARPENTER FREE							-----
DALLAS TX 75247							42,712.00
DIAL TONE SERVICES LP	2021 011-621-605	MOBILE PHONE	10000004046 PCT1	203663094	01/14/21	04	14.24
PO BOX 470910	2021 012-622-605	MOBILE PHONE	10000004046 PCT2	203663094	01/14/21	04	14.24
	2021 013-623-605	MOBILE PHONE	10000004046 PCT3	203663094	01/14/21	04	14.24
SAN FRANCISCO CA 94147	2021 014-624-605	MOBILE PHONE	10000004046 PCT4	203663094	01/14/21	04	14.24
	2021 010-661-605	MOBILE PHONE	10000004046 EMG MGT	203663094	01/14/21	04	56.94

ALL RECORDS FROM 01/25/2021 TO 01/25/2021 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD PO NO	AMOUNT
	2021 010-551-604	TELEPHONE	10000004046 CONST	203663094	01/14/21	04	7.12
							----- 121.02
FICA TAXES	2021 010-202-100	SALARIES PAYABLE	FICA TAXES	01252021	01/25/21	04	5,892.54
	2021 010-401-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	213.17
	2021 010-403-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	268.45
	2021 010-409-201	FICA	FICA TAXES	01252021	01/25/21	04	141.85
	2021 010-410-201	FICA	FICA TAXES	01252021	01/25/21	04	125.57
	2021 010-435-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	182.93
	2021 010-455-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	272.52
	2021 010-475-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	313.22
	2021 010-495-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	291.62
	2021 010-497-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	108.87
	2021 010-499-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	283.24
	2021 010-510-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	187.31
	2021 010-551-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	111.79
	2021 010-560-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	2,148.70
	2021 010-561-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	1,089.66
	2021 010-665-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	153.64
	2021 011-202-100	SALARIES PAYABLE	FICA TAXES	01252021	01/25/21	04	242.85
	2021 011-621-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	242.85
	2021 012-202-100	SALARIES PAYABLE	FICA TAXES	01252021	01/25/21	04	283.23
	2021 012-622-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	283.23
	2021 013-202-100	SALARIES PAYABLE	FICA TAXES	01252021	01/25/21	04	373.04
	2021 013-623-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	373.04
	2021 014-202-100	SALARIES PAYABLE	FICA TAXES	01252021	01/25/21	04	345.17
	2021 014-624-201	SOCIAL SECURITY	FICA TAXES	01252021	01/25/21	04	345.17
							----- 14,273.66
FIT TAXES	2021 010-202-100	SALARIES PAYABLE	FIT TAXES	01252021	01/25/21	04	6,792.97
	2021 011-202-100	SALARIES PAYABLE	FIT TAXES	01252021	01/25/21	04	312.80
	2021 012-202-100	SALARIES PAYABLE	FIT TAXES	01252021	01/25/21	04	243.60
	2021 013-202-100	SALARIES PAYABLE	FIT TAXES	01252021	01/25/21	04	378.58
	2021 014-202-100	SALARIES PAYABLE	FIT TAXES	01252021	01/25/21	04	407.98
							----- 8,135.93
FLORANCE PAINT	BODY SHO	2021 010-560-701	AUTO REPAIR/INSPE # 22	1008	01/14/21	04	2,662.74
PO BOX 412		2021 010-561-902	AUTO PARTS/TIRES JAIL VAN	1008	01/14/21	04	488.78
		2021 010-560-701	AUTO REPAIR/INSPE # RICHARDSON	1008	01/14/21	04	253.01
							----- 3,404.53
JACKSBORO	TX 76458						
GRABLE OIL CO		2021 014-624-903	GAS/OIL FUEL - DEC'20	203377	01/14/21	04	783.00
PO BOX 306							----- 783.00
JACKSBORO	TX 76458						
HART INTERCIVIC		2021 010-409-914	MUNICIPAL ELECTION SPECIAL ELECTION	082978	01/14/21	04	136.10
DEPT 0453							----- 136.10
PO BOX 120453							
DALLAS	TX 75312						
HOMETOWN BUILDING CTR C/		2021 014-624-901	OPERATING SUPPLIE 10 FT CONDUIT	7812	01/14/21	04	33.27

ALL RECORDS FROM 01/25/2021 TO 01/25/2021 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD PO NO	AMOUNT
9330 LBJ FREEWAY SUITE 8 DALLAS TX 75243							----- 33.27
HUDSON IMAGING PO DRAWER 2190-76307 WICHITA FALLS TX 76301	2021 010-665-915	POSTAGE	TK-6327	033706	01/14/21 04		24.58 ----- 24.58
IRON BRIDGE IRRIGATION P O BOX 14 BRYSON TX 76427	2021 010-400-705	BUILDING REPAIR	REPAIRS	1201	01/21/21 04		86.19 ----- 86.19
KEVIN WOLF INSURANCE & R PO BOX 457 JACKSBORO TX 76458	2021 010-560-301	BONDS OF OFFICE	ANGELL	5172	01/14/21 04		50.00 ----- 50.00
KYOCERA DOCUMENT SOLUTIO PO BOX 105743	2021 010-660-702	SERVICE AGREEMENT	90136243831	5013489767	01/22/21 04		46.15
	2021 010-495-702	SERVICE AGREEMENT	90136714271	5013489766	01/22/21 04		99.74
	2021 010-403-702	SERVICE AGREEMENT	90136829473	5013489768	01/22/21 04		179.08
ATLANTA GA 30348	2021 010-401-702	SERVICE AGREEMENT	90136829406	5013489769	01/22/21 04		120.13
	2021 010-665-702	SERVICE AGREEMENT	90136843023	5013489770	01/22/21 04		128.36
	2021 010-475-702	SERVICE AGREEMENT	90136843080	5013489771	01/22/21 04		128.36
	2021 010-435-702	SERVICE AGREEMENT	90136843086	5013489772	01/22/21 04		128.36 ----- 830.18
LANGUAGE LINE SERVICES PO BOX 202564 DALLAS TX 75320	2021 010-561-307	MISC.	LANGUAGE LINE SERVI	4931280	01/14/21 04		9.28 ----- 9.28
LEHIGH HANSON MATERIALS PO BOX 412345	2021 011-621-503	SAND/GRAVEL	GRAVEL	40249120	01/14/21 04		1,118.60
	2021 011-621-503	SAND/GRAVEL	GRAVEL	40255247	01/21/21 04		480.24
	2021 011-621-503	SAND/GRAVEL	GRAVEL	40255246	01/21/21 04		480.67
BOSTON MA 02241	2021 011-621-503	SAND/GRAVEL	GRAVEL	40255245	01/21/21 04		477.28
	2021 011-621-503	SAND/GRAVEL	GRAVEL	40255243	01/21/21 04		482.63
	2021 011-621-503	SAND/GRAVEL	GRAVEL	40255244	01/22/21 04		484.45 ----- 3,523.87
LOWE'S PAY AND SAVE INC PO BOX 390 LITTLEFIELD TX 79339	2021 010-400-486	COUNTY ASSISTANCE	ICE/TEA	40049	01/14/21 04		20.32 ----- 20.32
MEDICARE TAXES	2021 010-202-100	SALARIES PAYABLE	MEDICARE TAXES	01252021	01/25/21 04		1,378.08
	2021 010-401-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		49.86
	2021 010-403-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		62.78
	2021 010-409-201	FICA	MEDICARE TAXES	01252021	01/25/21 04		33.17
	2021 010-410-201	FICA	MEDICARE TAXES	01252021	01/25/21 04		29.37
	2021 010-435-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		42.78
	2021 010-455-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		63.73
	2021 010-475-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		73.26
	2021 010-495-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		68.20
	2021 010-497-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		25.46
	2021 010-499-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		66.23
	2021 010-510-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		43.81

ALL RECORDS FROM 01/25/2021 TO 01/25/2021 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD PO NO	AMOUNT
	2021 010-551-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		26.15
	2021 010-560-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		502.50
	2021 010-561-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		254.84
	2021 010-665-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		35.94
	2021 011-202-100	SALARIES PAYABLE	MEDICARE TAXES	01252021	01/25/21 04		56.80
	2021 011-621-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		56.80
	2021 012-202-100	SALARIES PAYABLE	MEDICARE TAXES	01252021	01/25/21 04		66.25
	2021 012-622-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		66.25
	2021 013-202-100	SALARIES PAYABLE	MEDICARE TAXES	01252021	01/25/21 04		87.25
	2021 013-623-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		87.25
	2021 014-202-100	SALARIES PAYABLE	MEDICARE TAXES	01252021	01/25/21 04		80.73
	2021 014-624-201	SOCIAL SECURITY	MEDICARE TAXES	01252021	01/25/21 04		80.73

							3,338.22
MOBILE THRONES	2021 010-560-901	OPERATING	SUPPLIE DEC RENTAL	49934	01/14/21 04		62.00
PO BOX 442							-----
JACKSBORO TX 76458							62.00
NETPROTEC	2021 010-401-702	SERVICE AGREEMENT	1/15-2/14	1849	01/15/21 04		272.50
PO BOX 1671	2021 010-455-702	SERVICE AGREEMENT	1/15-2/14	1849	01/15/21 04		272.50

GLEN ROSE TX 76043							545.00
O'REILLY AUTOMOTIVE INC	2021 010-560-901	OPERATING	SUPPLIE KEY	5783-174280	01/14/21 04		7.99
PO BOX 9464	2021 014-624-902	AUTO PARTS/TIRES	ANTENA	5783-174833	01/14/21 04		23.99
	2021 010-560-902	AUTO PARTS/TIRES	BATTERY #7	5783-175690	01/14/21 04		157.07
SPRINGFIELD MO 65801	2021 010-560-902	AUTO PARTS/TIRES	BATTERY #7 CORE REF	5783-175828	01/14/21 04		18.00

							171.05
OFFICE DEPOT	2021 010-560-901	OPERATING	SUPPLIE LEGAL FILE JACKETS	147223116001	01/14/21 04		103.98
PO BOX 660113	2021 010-561-901	SUPPLIES	FILE JACKETS LETT	146863391001	01/14/21 04		58.84

DALLAS TX 75266							162.82
PALO PINTO COMMUNICATION	2021 010-409-914	MUNICIPAL ELECTION	SPECIAL ELECTION	19110	01/19/21 04		124.58
ATTN: CREDIT DEPARTMENT	2021 010-409-914	MUNICIPAL ELECTION	SPECIAL ELECTION	19095	01/19/21 04		203.85
PO BOX 600							-----
GRAHAM TX 76450							328.43
PRO TECH AUTO DIESEL LLC	2021 010-560-701	AUTO REPAIR/INSPE	OIL CHG OXY #2	210112001	01/14/21 04		284.32
2105 N MAIN	2021 010-560-903	GAS/OIL	OIL/FILTER 19	210220001	01/19/21 04		65.65

JACKSBORO TX 76458							349.97
PURCHASE POWER	2021 010-495-901	OPERATING	SUPPLIE 8000-9090-0320-7201	01/06/21	01/15/21 04		1,520.99
PO BOX 371874							-----
PITTSBURGH PA 15250							1,520.99
QUILL CORPORATION	2021 010-560-901	OPERATING	SUPPLIE CLEANING SUPPLIES	13328317	01/14/21 04		40.95

ALL RECORDS FROM 01/25/2021 TO 01/25/2021 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD PO NO	AMOUNT
PO BOX 37600	2021 010-561-901	SUPPLIES	BATTERIES	13328317	01/14/21 04		57.05
	2021 010-560-901	OPERATING SUPPLIE	COLROX WIPES	13328347	01/14/21 04		10.30
PHILADELPHIA PA 19101	2021 010-560-901	OPERATING SUPPLIE	TONER /CORR TAPE	13396699	01/14/21 04		158.68
	2021 010-561-901	SUPPLIES	CLASPS	13396699	01/14/21 04		20.34
	2021 010-409-901	OPERATING SUPPLIES	LANYARDS	13877287	01/15/21 04		10.18
	2021 010-495-901	OPERATING SUPPLIE	ADVIL	13853210	01/19/21 04		13.49
	2021 010-495-901	OPERATING SUPPLIE	TYLENOL	13853210	01/19/21 04		14.39
	2021 010-409-901	OPERATING SUPPLIES	PENS	13853210	01/19/21 04		27.19
	2021 010-409-901	OPERATING SUPPLIES	BADGE HOLDERS	13853210	01/19/21 04		13.25
	2021 010-495-901	OPERATING SUPPLIE	POST IT	13853210	01/19/21 04		27.99
	2021 010-560-901	OPERATING SUPPLIE	CUPS	13589336	01/19/21 04		21.13
	2021 010-561-901	SUPPLIES	NOTARY BOOK	13589336	01/19/21 04		17.26

							432.20
SB AUTOMOTIVE	2021 012-622-704	HEAVY EQUIPMENT	INSPECTION		01/22/21 04		7.00
PO BOX 134	2021 012-622-701	AUTO REPAIR/INSPE	INSPECTION		01/22/21 04		7.00

PERRIN TX 76486							14.00
SECURITY BENEFIT GROUP	2021 010-202-100	SALARIES PAYABLE	SFR 457	01252021	01/25/21 04		660.00
PO BOX 219141							-----
KANSAS CITY MO 64121							660.00
SOUTHERN TIRE MART	2021 012-622-902	AUTO PARTS/TIRES	TIRES	4140020178	01/22/21 04		2,549.10
PO BOX 1000 DEPT 143							-----
MEMPHIS TN 38148							2,549.10
STATE COMPTROLLER	2021 099-400-453	SPECIALTY COURT	SPECIALTY COURT PRO	STATE 1 Q	01/14/21 04		12.41
COMPTROLLER OF PUBLIC AC							-----
PO BOX 149361							12.41
AUSTIN TX 78714							
STATE COMPTROLLER EFT PA	2021 099-400-451	CRIMINAL FEES	CRIMINAL FEES - EFT	4 Q	01/14/21 04		14,009.48
	2021 099-400-452	CIVIL FEES	CIVIL FEES - EFT	4 Q	01/14/21 04		6,135.22
	2021 099-400-465	E-FILE	E-FILE - EFT	4 Q	01/14/21 04		2,042.94

							22,187.64
STERICYCLE INC	2021 010-561-702	SERVICE AGREEMENT	STERICYCLE INC	4009822329	01/14/21 04		84.51
PO BOX 6575							-----
CAROL STREAM IL 60197							84.51
T&S AUTO SERVICE	2021 010-560-701	AUTO REPAIR/INSPE	INSPECTION 17	94480	01/22/21 04		7.00
627 N MAIN							-----
JACKSBORO TX 76458							7.00
TERMINIX	2021 010-560-702	SERVICE AGREEMENT	TERMINIX	403679861	01/14/21 04		46.40
PO BOX 802155	2021 010-561-702	SERVICE AGREEMENT	TERMINIX	403679861	01/14/21 04		185.60

CHICAGO IL 60680							232.00
TERRY WARD	2021 014-624-902	AUTO PARTS/TIRES	PRESSURE SWITCH /FI		01/19/21 04		209.98

ALL RECORDS FROM 01/25/2021 TO 01/25/2021 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD PO NO	AMOUNT
							----- 209.98
TEXAS ASSOCIATION OF COU	2021 010-499-404	DUES	LOW MEMBERSHIP DUES	196363	01/14/21 04		50.00
ATTN: MEMBER SERVICES	2021 010-499-404	DUES	DUES SHARON	22644	01/14/21 04		125.00
PO BOX 2711							----- 175.00
SAN ANTONIO TX 78299							
TEXAS PARKS AND WILDLIFE	2021 099-400-456	TEXAS P&W	CORRECTION DEC 20'		01/19/21 04		119.21
4822 KEMP BLVD STE 1300							----- 119.21
WICHITA FALLS TX 76308							
THE GALLERY #574	2021 010-400-486	COUNTY ASSISTANCE	NATHEN	028820	01/19/21 04		64.00
114 EAST BELKNAP	2021 010-400-486	COUNTY ASSISTANCE	CHRISTMAS	028820	01/19/21 04		35.00
	2020 010-400-486	COUNTY ASSISTANCE	PRUITT	028661	01/19/21 12		69.00
							----- 168.00
JACKSBORO TX 76458							
THOMSON REUTERS - WEST	2021 010-551-702	SERVICE AGREEMENT	12/1-12/31 20'	843592854	01/14/21 04		214.58
PO BOX 6292	2021 010-401-907	LAW BOOKS	12/1-12/31	843569888	01/15/21 04		89.00
	2021 010-401-907	LAW BOOKS	ACCT# 1000628474 JA	843722857	01/19/21 04		104.35
							----- 407.93
CAROL STREAM IL 60197							
TODD GREENWOOD	2021 010-401-302	ATTORNEY FEES	13964-65 NIXON MIS		01/14/21 04		400.00
900 EIGHTH ST STE 716	2021 010-401-302	ATTORNEY FEES	13809 BLOODWORTH MI		01/19/21 04		375.00
	2021 010-401-302	ATTORNEY FEES	13981 VEGA MISD		01/19/21 04		375.00
							----- 1,150.00
WICHITA FALLS TX 76301							
TX CHILD SUPPORT SDU	2021 010-202-100	SALARIES PAYABLE	CHILD SUPPORT	01252021	01/25/21 04		353.46
PO BOX 659791							----- 353.46
SAN ANTONIO TX 78265							
WAGNER SUPPLY CO	2021 010-510-901	OPERATING SUPPLIE	CLEANING	W004505	01/15/21 04		375.14
PO BOX 225387	2021 010-510-901	OPERATING SUPPLIE	CLEANING	W004518	01/22/21 04		27.70
							----- 402.84
DALLAS TX 75222							
WM BARRY NORMAN PHD	2021 010-561-307	MISC.	MERCER		01/14/21 04		225.00
PO BOX 126139							----- 225.00
FORT WORTH TX 76126							
YELLOWHOUSE MACHINERY CO	2021 012-622-704	HEAVY EQUIPMENT	REPAIRS	591622	01/14/21 04		1,071.70
PO BOX 31388							----- 1,071.70
AMARILLO TX 79120							
ZACK BURKETT	2021 014-624-503	SAND/GRAVEL	GRAVEL	4-627924	01/14/21 04		5,447.80
PO BOX 40							----- 5,447.80
GRAHAM TX 76450							
180 SIGNS	2021 010-560-701	AUTO REPAIR/INSPE	SIGNS CAR 8/9 UNITS	1210118314	01/19/21 04		1,650.00

DATE 01/22/2021 16:51:22

ACCOUNTS PAYABLE REGISTER

VCH100 PAGE 8

ALL RECORDS FROM 01/25/2021 TO 01/25/2021 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD PO NO	AMOUNT
2801 HWY 180 E STE 12							-----
MINERAL WELLS TX 76067							1,650.00
2ND COURT OF APPEALS	2021 071-400-206 DUE	2ND COURT	C DEC 20'		01/15/21 04		50.00
401 W BELKNAP SUITE 9000							-----
FORT WORTH TX 76196							50.00
TOTAL CHECKS TO BE WRITTEN							129,479.97

ALL RECORDS FROM 01/25/2021 TO 01/25/2021 DATE-TO-BE-PAID

APPROVAL PAGE

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

DATE: 1/25/21

CO JUDGE UMPHRESS

COMM #1 OLIVER

COMM #2 BROCK

COMM #3 BIRDWELL

COMM #4 WARD

CO TREAS CAMPSEY

FILED FOR RECORD

____ O'CLOCK ____ M

JAN 25 2021

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY



Johnson Controls Fire Protection
3021 W. Bend Dr.
Irving, Texas, 75063
817-264-2234
crystal.reyes@jci.com

FILED FOR RECORD

OCLOCK

M

JAN 25 2021

**VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS**

PROPOSAL AND SERVICE AGREEMENT BY _____ DEPUTY

Johnson Controls Contract #: 51271723	Salesperson: Crystal Reyes	Date: 01/06/2021
Bill – To Location: Jack County Jail 1432 FM 3344 Jacksboro, TX 76458	Ship – To Location: Jack County Jail 1432 FM 3344 Jacksboro, TX 76458	

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates: 01/01/2021 To 12/31/2021
Scope of Service: See Contract Details on Page 2
Total Annual Amount: \$7,741.45
Renewal Requirements: Customer Requires New Service Agreement
Billing Frequency: Annual

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

CUSTOMER NAME

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PO # (if applicable): _____

License # (if applicable): _____



CONTRACT SUMMARY

Line Item/Contract Numbers	Location Name	Product	Level of Service	Service Frequency	Inspection Months	Total Annual Amount
Contract# 51271723 Line 1	Jack County Jail	Kitchen Hood	Essential	Semi- Annual	May 2021 November 2021	\$468.66
Contract# 51271723 Line 2	Jack County Jail	Extinguisher	Essential	Annual	August 2021	\$123.05
Contract# 51271723 Line 3	Jack County Jail Fire Hose	Extinguisher	Essential	Annual	August 2021	\$71.69
Contract# 51271723 Line 4	Jack County Jail	Fire Alarm	Enhanced	Annual	May 2021	\$5,990.93
Contract# 51271723 Line 5	Jack County Jail	Sprinkler-Wet	Essential	Annual	May 2021	\$398.04
Contract# 51271723 Line 6	Jack County Jail	Sprinkler-Dry	Essential	Annual	May 2021	\$689.08



*We recently updated our Service Plan offerings some additional benefits may be provided to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Fire Alarm)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Basic	<ul style="list-style-type: none">▪ Test & Inspect▪ Xaap Electronic Inspection Reporting▪ 10% Labor Discount	Essential	<ul style="list-style-type: none">▪ Test & Inspection▪ Xaap Electronic Inspection reporting▪ 10% Labor Discount▪ Customer Portal
Precision Labor	<ul style="list-style-type: none">▪ Test & Inspection▪ Labor Coverage▪ 15% Labor Discount for services not covered under contract (i.e. Acts of Nature, Faulty Wiring, Moves/Adds/Changes, User Abuse & Vandalism)▪ Xaap Electronic Reporting▪ Custom Operator Training▪ Remote Diagnostics Option (supports all Simplex panels)▪ Smoke Detector Cleaning▪ Sensitivity Testing (for older, non - addressable panels)	Enhanced	<ul style="list-style-type: none">▪ Test & Inspection▪ Labor Coverage & Panel Parts Coverage▪ 15% Labor Discount for services not covered under contract (i.e. Acts of Nature, Faulty Wiring, User Abuse & Vandalism)▪ Xaap Electronic Inspection Reporting▪ Battery Replacement Option (batteries are ONLY replaced 3 years from the current date listed on panel batteries. Excludes additional replacements.)▪ Remote Service Support▪ Smoke Detector Cleaning▪ Sensitivity Testing (non - addressable panels)▪ Customer Portal
Comprehensive	<ul style="list-style-type: none">▪ Test & Inspection▪ System Labor Coverage▪ System Parts Coverage▪ Peripheral Part Replacement Coverage▪ Xaap Electronic Inspection Reporting▪ 20% Discount for services not covered under contract▪ Customer Operator Training▪ Remote Diagnostics Option▪ Priority Response (this is not a guarantee)▪ Remote Service Solutions	Expert	<ul style="list-style-type: none">▪ Test & Inspection▪ System Labor Coverage▪ System Parts Coverage▪ Peripheral Part Replacement Coverage▪ Xaap Electronic Inspection Reporting▪ 20% Discount for services not covered under contract▪ Battery Replacement Coverage (batteries are ONLY replaced 3 years from the current date listed on panel batteries. Excludes additional replacements.)▪ Remote Service Support▪ Smoke Detector Cleaning▪ Customer Portal



*We recently updated our Service Plan offerings some additional benefits may be provided to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Sprinkler)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Basic	<ul style="list-style-type: none">▪ Test & Inspect▪ Xaap Electronic Inspection Reporting▪ 10% Labor Discount	Essential	<ul style="list-style-type: none">▪ Test & Inspection▪ Xaap Electronic Inspection reporting▪ 10% Labor and Parts Discount▪ Fire Pump Advanced Vibration Evaluation (Included for Annual Fire Pump Inspection only.)
N/A		Enhanced	<ul style="list-style-type: none">▪ Test & Inspection▪ Xaap Electronic Inspection Reporting▪ 20% Labor and Parts Discount▪ Fire Pump Advanced Vibration Evaluation (Included for Annual Fire Pump Inspection only.)▪ Sprinkler System Monitoring Gateway▪ Annual Connected Equipment Inspection including battery replacement▪ Remote Service Support



*We recently updated our Service Plan offerings some additional benefits may be provided to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Extinguisher)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Basic	<ul style="list-style-type: none">▪ Test & Inspect	Essential	<ul style="list-style-type: none">▪ Test & Inspection▪ Xaap Electronic Inspection reporting option▪ Customer Portal
Comprehensive	<ul style="list-style-type: none">▪ Test & Inspection▪ Parts & Component Replacement of moving parts including valve stems, O-rings, seals, pins and decals. Exclusions apply.▪ 6 year maintenance & hydrostatic testing	Enhanced	<ul style="list-style-type: none">▪ Test & Inspection▪ Parts & Component Replacement of moving parts including valve stems, o-rings, seals, pins and decals. Exclusions apply.▪ 6 year maintenance & hydrostatic testing▪ Xaap Electronic Inspection Reporting option▪ Customer Portal



*We recently updated our Service Plan offerings some additional benefits may be provided to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Kitchen Hood)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Basic	<ul style="list-style-type: none">▪ Test & Inspect	Essential	<ul style="list-style-type: none">▪ Test & Inspection▪ Xaap Electronic Inspection reporting option▪ Customer Portal
Comprehensive	<ul style="list-style-type: none">▪ Test & Inspection▪ Includes replacement of up to (5) fusible links, tamper seals, blow-off caps, and nozzles associated with system.	Enhanced	<ul style="list-style-type: none">▪ Test & Inspection▪ Includes replacement of up to (5) fusible links, tamper seals, blow-off caps and nozzles associated with the system.▪ Xaap Electronic Inspection Reporting option▪ Customer Portal

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. **System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability: Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that**

Insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement

(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this

Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

30. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

31. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

32. Headings. The headings in this Agreement are for convenience only.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

35. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9386; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

60.3(c)

JAN 26 2021

FLOOD DAMAGE PREVENTION ORDINANCE**ARTICLE I****VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS****BY _____ DEPUTY****STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND METHODS****SECTION A. STATUTORY AUTHORIZATION**

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Commissioner's Court of Jack County, Texas does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Jack County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Ensure that potential buyers are notified that the property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

To accomplish its purposes, this ordinance uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

(4) Control filling, grading, dredging, and other development that may increase flood damage;

(5) Prevent or regulate the construction of flood barriers that will unnaturally divert floodwaters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE – means a structure that is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURE CONDITIONS FLOOD HAZARD – means the land area that would be inundated by the 1-percent-annual chance (100 years) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) – The elevation is shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance

Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL – means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

ELEVATED BUILDING – means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means to determine rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY – means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – see *Flood Elevation Study*

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures that reduce or eliminate flood

damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODWAY – see *Regulatory Floodway*

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out close to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface before construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed following sound engineering practices to contain, control, or divert the flow of water to protect from temporary flooding.

LEVEE SYSTEM - means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated following sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other data, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, to determine insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal

projections; (iii) designed to be self-propelled or permanently towable by a light-duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA – see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or another structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or another improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of

construction" of the improvement. This term includes structures that have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until that documentation is provided.

WATER SURFACE ELEVATION - means the height, concerning the North American Vertical Datum (NAVD) of 1988 (or other data, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard with the jurisdiction of Jack County.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Jack County, Texas and Incorporated Areas," dated February 12, 2021, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated February 12, 2021, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Jack County Judge is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) of floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records of the provisions of this ordinance.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this ordinance.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), before any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided under Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from Federal, State, or other sources, to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

SECTION C. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing about areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (concerning mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation concerning mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of the proposed development;

(e) Maintain a record of all such information under Article 4, Section (B)(1);

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;

(g) The expected heights, velocity, duration, rate of rising and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

SECTION D. VARIANCE PROCEDURES

(1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures outlined in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as outlined in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are following accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (concerning mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) **Manufactured Homes** -

(a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH, and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided under Article 3, Section B of Article 4, Section B (8) of this ordinance.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(2) All new construction and substantial improvements of **non-residential** structures;

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

SECTION E. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this

Ordinance.

SECTION F. PENALTIES FOR NON COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and also shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Commissioner's Court of Jack County from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION G. CERTIFICATION OF ADOPTION

APPROVED: _____

Brian Keith Umphress
Jack County Judge

PASSED: _____

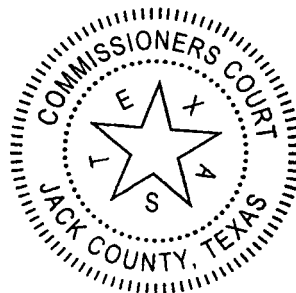
(adoption date)

ORDINANCE BECOMES EFFECTIVE: _____

(effective date)

I, the undersigned, Vanessa James, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the Commissioner's Court of Jack County, at a regular meeting duly convened on January 25, 2021.

Vanessa James



Vanessa James
Jack County Clerk

{SEAL}

Jack County Commissioners' Meeting

25 January, 2021

Thank you for giving us an opportunity to address the Court.

My name is Bryon Barton, and I am here representing the North Texas Heritage Association, a alliance of over 600 residents of Montague, Clay, and now Jack County. At last tally we represented over 420,000 acres of the most beautiful countryside in Texas, therefore the world. I am joined by several of my colleagues who wish to leave you with some of their thoughts about industrial wind estates.

NTHA has just recently been invited by several Jack County residents to join ranks in a common cause, and so our efforts here are just beginning.

Our attendance here today is to seek to find common ground and definitions for item number 11 on today's agenda. Although the renewable wind energy industry is now approaching 25 years of age, it is only recently that a full understanding of the effects of this industry has become known. In the headlong rush to address climate change, many imbalances have been overlooked, or possibly ignored. Those imbalances now need to be addressed.

We as landowners, rate payers, ranchers, citizens, and voters, have learned much of the collateral damages of industrial wind estates in recent years, and therefore we feel uniquely qualified to collaborate and offer council to this Court so that much of the deleterious damage suffered by those surrounded by industrial estates can be avoided.

We, therefore, respectfully request, and strongly suggest, that we be allowed to prepare a suitable brief for this court, and be allowed to contribute in a substantial way to your review of the subject addressed in agenda item 11. We are prepared to appoint a liaison committee to work with you and your staff in analyzing the issues thoroughly, and thereby avoid a rushed and unpopular conclusion.

We suggest that Agenda Item 11, be tabled for the two weeks until the February 8th Commissioner's Court meeting. This will give us at least some time to perform a detailed forensic economic study of the effects of a reinvestment zone of this nature, and to consult with each one of you in detail.

Again gentlemen, we are grateful for your kind attention.



COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM - 2020 Program Call

LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

Make sure to prioritize your county's projects and put them in order of most importance to least importance. Total project cost will equal the total grant as reflected in the agreement (including engineering, right-of-way and utility costs, construction, inspection, etc., as applicable).

COUNTY: JACK
Choose county from drop down menu

TxDOT District: Fort Worth

Economically Disadvantaged¹: No

Project Priority Number	PROJECT INFORMATION			EXISTING ROADWAY		IMPLEMENTATION SCHEDULE			ESTIMATE				FUNDING	
	Roadway Name or Designation	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Engineering	ROW, Utilities	Construction	Estimated Total Project Cost	State Share ¹	County Share
Examples:														
EX#1	CR 2	From Main Street to 2 miles East of Driller Drive	2" Overlay and spot base repair	2-lane Rural	Asphalt	Competitive Bid	09/2020	06/2021	\$ 50,000	\$ 20,000	\$ 1,880,000	\$ 1,750,000	\$ 1,400,000	\$ 350,000
EX#2	CR 1041	From SH 97 to CR 2051	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Un-surfaced	County Forces	05/2020	07/2020	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 200,000	\$ 50,000
Your County's Prioritized Project List:														
1	Post Oak Rd	Entire Road - 9.0 miles	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Un-surfaced	County Forces	1/2021	12/2022	\$ -	\$ -	\$ 230,553	\$ 230,553	\$ 184,442	\$ 46,111
2	Two Bush Rd	From Elenburg Rd East - 2 miles	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	1/2021	4/2021	\$ -	\$ -	\$ 51,234	\$ 51,234	\$ 40,987	\$ 10,247
3	Cook Rd	From Intersection of Birdwell Rd East - 1.5 miles	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	1/2021	4/2021	\$ -	\$ -	\$ 38,425	\$ 38,425	\$ 30,740	\$ 7,685
4	Rater Rd	From FM 175 East to County Line - 5.3	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	1/2021	12/2022	\$ -	\$ -	\$ 135,770	\$ 135,770	\$ 108,616	\$ 27,154
5	Crooked Creek Rd.	Intersection of Campsey Rd North - 1.7 miles	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	1/2022	7/2022	\$ -	\$ -	\$ 43,548	\$ 43,548	\$ 34,838	\$ 8,710
6	Back Cemetery Rd	From US 281 West - 2 miles	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	3/2021	5/2021	\$ -	\$ -	\$ 51,234	\$ 51,234	\$ 40,987	\$ 10,247
7	Barton Chapel Rd	From FM 4 to Kinder Mountain Intersection - 3.5 miles	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	5/2021	8/2021	\$ -	\$ -	\$ 89,659	\$ 89,659	\$ 71,727	\$ 17,932
8	Squaw Mountain Rd	From Rater to FM 2190 - 5.4 miles	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	1/2022	12/2023	\$ -	\$ -	\$ 138,331	\$ 138,331	\$ 110,665	\$ 27,666
9	Rick Rd	From Back Cemetery Rd North 0.5 miles	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	8/2021	12/2021	\$ -	\$ -	\$ 12,808	\$ 12,808	\$ 10,246	\$ 2,562
10	Barton Chapel Rd	From Kinder Mountain intersection to Rock Creek Rd Intersection - 2.9 miles	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	9/2021	12/2021	\$ -	\$ -	\$ 74,289	\$ 74,289	\$ 59,431	\$ 14,858
11	Lone Star Rd	From FM 2210 East - 2 miles	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	1/2022	3/2022	\$ -	\$ -	\$ 51,234	\$ 51,234	\$ 40,987	\$ 10,247
12	DPS Rd	From Whitt Rd East - 1 mile	Add gravel and re-grade county road due to heavy truck use	2-lanes Rural	Un-surfaced	County Forces	4/2022	6/2022	\$ -	\$ -	\$ 25,617	\$ 25,617	\$ 20,494	\$ 5,123
13	Wizard Rd - South	From US 380 North - 1 mile	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Un-surfaced	County Forces	7/2022	10/2022	\$ -	\$ -	\$ 25,617	\$ 25,617	\$ 20,494	\$ 5,123

¹If your county is an "economically disadvantaged county" as determined by Transportation Code 222.053, the State Share will be 90% of the allowable Total Project Cost. If your county is not "economically disadvantaged," the State Share will be 80%. Upon selection of county name from drop down list, economically disadvantaged status populates automatically. A list of economically disadvantaged counties can be found at <http://ftp.dot.state.tx.us/pub/txdot/tpd/ctif/2020/edc.pdf>.

Totals for Page 1	\$ 968,319	\$ 774,655	\$ 193,664
Totals from Page 2 (if applicable)	\$ 163,363	\$ 130,690	\$ 32,673
Totals from Page 3 (if applicable)	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 1,131,682	\$ 905,346	\$ 226,338

Grant Award Amount (State Allocation)	\$ 905,346
Verify State Share equals Grant Award Amount	\$ 0



TEXAS DEPARTMENT OF TRANSPORTATION

PAGE 2
LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

County: JACK
TxDOT District: Fort Worth
Economically Disadvantaged: No
Submittal Date: 1/20/2021

Project Priority Number	PROJECT INFORMATION			EXISTING ROADWAY		IMPLEMENTATION SCHEDULE			ESTIMATE				FUNDING	
	Roadway Name or Designation	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Engineering	ROW/Utilities	Construction	Estimated Total Project Cost	State Share	County Share
Your County's Prioritized Project List (Page 2):														
14	Halsell Ranch Rd	From Intersection of Barton Chapel South to Beaver Creek Lane - 3 miles	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Un-surfaced	County Forces	1/2022	7/2022	\$ -	\$ -	\$ 76,851	\$ 76,851	\$ 61,481	\$ 15,370
15	Oats Rd	From FM 2210 East - 1 mile	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Un-surfaced	County Forces	1/2021	3/2023	\$ -	\$ -	\$ 25,617	\$ 25,617	\$ 20,494	\$ 5,123
16	Erwin Rd	From US 281 East - 1.24 miles	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Un-surfaced	County Forces	4/2023	6/2023	\$ -	\$ -	\$ 31,765	\$ 31,765	\$ 25,412	\$ 6,353
17	Advance Rd	From Lone Star to County Line	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Un-surfaced	County Forces	7/2023	9/2023	\$ -	\$ -	\$ 29,130	\$ 29,130	\$ 23,304	\$ 5,826
18									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
47									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
49									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
53									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



TEXAS DEPARTMENT OF TRANSPORTATION

Submittal Date: 1/20/2021

The state acknowledges and concurs with the information stated herein as of: 1/20/2021 1/20/2021

The State of Texas

DocuSigned by:

By:

Jennifer Gionardo

Name: Jennifer Gionardo

Title: FTW District CTIF Grant Coordinator

County Authorized Representative Signature: [Signature]
County Authorized Representative Name: Brian Keith Umphress