

**NOTICE OF REGULAR MEETING OF THE
COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS**

Notice is hereby given that a regular meeting of the above named Commissioners Court will be held on Monday, the 25th day of April 2022 at 9:00 A.M., at 101 N. Minter , Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Read and approve minutes of previous meeting.
3. Hospital reports/approve hospital bills.
4. Discuss and take any action on accepting Kena Whitfield's resignation from the Throckmorton County Memorial Hospital board.
5. Meet with Brother Pitman and Amy Pitman to discuss using the Jail Museum grounds for a community garden.
6. Discuss and take any action on the interlocal agreement for jail confinement between Throckmorton and Shackelford County.
7. Discuss and take any action on cutting fire guards around Throckmorton and Woodson.
8. Discuss and take any action on approving Michelle Clark's bond.
9. Citizen's Comments.
10. Elected officials report.
11. Approve and pay bills.
12. Adjourn.

Commissioners Court of Throckmorton County, Texas

Kayley Briles
Agenda Clerk

FILED FOR RECORD
at 9:20 o'clock A.m

APR 22 2022

Dianna Moore
CLERK COURT
THROCKMORTON, TX

COMMISSIONER'S COURT

Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 25th day of April, 2022, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Present: Trey Carrington, County Judge, Casey Wells, Commissioner Pct #1, Kasey Hibbitts, Commissioner Pct #2, Greg Brockman, Commissioner Pct#3, Klay Mitchell, Commissioner Pct#4, Dianna Moore, County Clerk, Brenda Rankin, County Treasurer, Caleb Hodges, Seth and Amy Pitman.

1. Trey Carrington called meeting to order at 9:01 A.M. and welcomed guest.
2. Dianna Moore read the minutes from the previous meeting. Greg Brockman made the motion with Casey Wells seconding to approve the minutes. Motion carried 5-0.
3. No action.
4. Trey Carrington made the motion with Kasey Hibbitts seconding to accept Kena Whitfield's resignation as Throckmorton County Memorial Hospital Board Member. Resignation is attached. Motion carried 5-0.
5. No action.
6. Kasey Hibbitts made the motion with Klay Mitchell seconding to sign the Interlocal Agreement with Shackelford County for jail confinement. Agreement is attached. Motion carried 5-0.
7. No action.
8. Greg Brockman made the motion with Casey Wells seconding to approve the Bond on Michelle Clark. Motion carried 5-0.
9. Citizen's Comments: Caleb Hodges reported that Brady Ash is the chairman for Pioneer Day that will be held on June 11, 2022 and that he is working on possibly having a parade.
10. Elected Officials Report: Brenda Rankin stated that the quarter report for the Arp is due and that we have not spent any money and that a plan needs to be in place on how the money is going to be used. Klay Mitchell stated that he has talked to a couple of people about the Hospital Board.
11. Brenda Rankin presented the court with the county bills. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve and pay the bills. Motion carried 5-0.
12. Casey Wells made the motion and seconded by Greg Brockman to adjourn at 9:57 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 9th day of May, 2022.

Dianma Moore

ATTEST: County Clerk

Tommy Counts

County Judge

04-18-2022

Dear Commissioners of the County Court,

It has come to my attention that I am in violation of the nepotism hospital board policy because my daughter is an employee at Throckmorton County Hospital. I would like to resign from my position as a hospital board member and secretary of said board. Thank you for the opportunity to serve.

Kena L. Whitfield

Interlocal Agreement for Jail Confinement Services by and between Shackelford County, Texas and Throckmorton County, Texas

Date: Executed on the dates set forth below, but to be effective as of October 1, 2022 and run for a term of one fiscal year to expire September 30, 2023.

Shackelford County:

Shackelford County, a political subdivision of the State of Texas

Shackelford County's Contact Information:

Mailing Address: Shackelford County
Attn: Robert Skelton, County Judge
Shackelford County Court House
P.O. Box 2797
Albany, Texas 76430

Telephone: (325)762-9405
Facsimile: (325)762-9406

Shackelford County Sheriff:

Shackelford County Sheriff Edward Miller and his successors in office

Shackelford County Sheriff's Contact Information:

Mailing Address: Shackelford County Sheriff's Office
Attn: Sheriff Edward Miller
Shackelford County Law Enforcement Center
791 West U.S. 180
Albany, Texas 76430

Throckmorton:

Throckmorton County, a political subdivision of the State of Texas

Throckmorton County's Contact Information:

Mailing Address: Throckmorton County Judge
Attn: Judge Trey Carrington
P.O. Box 700
Throckmorton, Texas 76483

Telephone: (940) 849-3081

Throckmorton County Sheriff:

Throckmorton County Sheriff and his successors in office

Throckmorton County Sheriff's Contact Information:

Mailing Address: Throckmorton County Sheriff's Office
Attn: Sheriff Doc Wigington
P.O. Box 578
Throckmorton, Texas 76483
Telephone: (940) 849-3431

Term of Agreement:

The term of this agreement shall begin on the effective date set forth above and shall continue from month to month until terminated by any party under the provisions set forth below.

Daily Charge:

Seventy-five dollars (\$75.00) per day per male prisoner and One hundred twenty-five dollars (\$125.00) per day per female prisoner held under the terms of this Agreement.

Shackelford County, Shackelford County's Sheriff, Throckmorton County and Throckmorton County's Sheriff, pursuant to the Inter-Local Cooperation Act, Chapter 791 of the Texas Government Code, agree as follows:

1. Provisions of Jail Confinement Services.

Shackelford County and Shackelford County's Sheriff will house, support, maintain and confine in Shackelford County's jail prisoners who have been booked into the Throckmorton County jail on the terms and conditions set out in this Agreement.

2. Care, Custody and Control.

Shackelford County's Sheriff will be responsible for the care, custody and control of each of Throckmorton County's prisoners who are booked into the Shackelford County jail.

3. Release of Prisoners.

Shackelford County's Sheriff agrees that he will not release any Throckmorton County prisoner from custody to anyone other than Throckmorton County's Sheriff unless:

- The release is lawfully ordered by a court of competent jurisdiction;

- **Throckmorton County's Sheriff** notifies **Shackelford County's Sheriff** that a bail bond for the prisoner has been accepted and approved by **Throckmorton County's Sheriff**; or,
- The release is approved by **Throckmorton County's Sheriff**.

4. Space Available Basis.

Prisoners will be accepted for housing in **Shackelford County's** jail by **Shackelford County's Sheriff** on a space available basis. **Shackelford County's** jail is a twenty-four seven (24) bed facility. However, due to staffing, prisoner classification requirements and other considerations, **Shackelford County's** jail may not be able to legally house 24 inmates at any given time. **Shackelford County's Sheriff** will make the final determination as to whether space is available to accept prisoners under the terms of this agreement.

5. Nonexclusive Agreement.

Nothing in this agreement shall require **Throckmorton County** to house any prisoners with **Shackelford County** or prohibit **Throckmorton County** from housing prisoners with any other entity.

Further, nothing in this agreement shall prohibit **Shackelford County** from housing prisoners for entities other than **Throckmorton County**, even if the housing of such prisoners results in **Shackelford County** being unable to accept prisoners of **Throckmorton County**.

6. Rejection of Prisoners.

Shackelford County's Sheriff may refuse to book any or all **Throckmorton County** prisoners into **Shackelford County's** jail or may refuse to continue to house any or all **Throckmorton County** prisoners who have already been booked into the **Throckmorton County's** jail for any reason.

The Shackelford County jail will refuse

- Known or suspected pregnant female prisoners.
- Prisoners detoxing from the use of drugs and/or alcohol.
- Prisoners with major medical or mental health needs.

If **Shackelford County's Sheriff** elects to cease housing a particular prisoner or prisoners of **Throckmorton County**, then **Shackelford County's Sheriff** will provide written notice of that fact to **Throckmorton County's Sheriff** together with a request that **Throckmorton County's Sheriff** retrieve the prisoner or prisoners ("Retrieval Notice"). After receiving a Retrieval Notice, **Throckmorton County's Sheriff** shall retrieve the designated prisoner or prisoners from **Shackelford County's** jail as soon as reasonably possible.

If **Throckmorton County's Sheriff** has not retrieved the prisoner or prisoners from **Shackelford County's** jail within **twenty-four (24) hours** of receiving a Retrieval Notice, **Shackelford County's Sheriff** shall have the option of transporting the prisoner or prisoners

back to **Throckmorton County's** jail. In the event such transport is necessary, **Throckmorton County's Sheriff** shall pay **Shackelford County's Sheriff** the sum of **five hundred (\$500.00) dollars** per prisoner transported by **Shackelford County's Sheriff**.

7. Charges for Jail Confinement Services.

As consideration for housing **Throckmorton County's** prisoners, **Throckmorton County** will pay to **Shackelford County** the above stated daily charge.

For purposes of the Contract, a "day" will begin at 12:00 a.m. and end twenty-four (24) hours later at 11:59 p.m.

A prisoner will be considered to be "held" in **Shackelford County's** jail from the time the prisoner is booked into **Shackelford County's** jail until the time the prisoner is booked out of **Shackelford County's** jail, whether the prisoner remains inside the jail or leaves the jail to go to court, on a work crew assignment, the hospital or for any other reason.

If a **Throckmorton County's** prisoners is booked out of **Shackelford County's** jail and is then booked back into **Shackelford County's** jail one or more times during a single day, for purposes of calculating the amount due under the terms of the agreement, a new day will be considered to begin with respect to that prisoner each time the prisoner is booked back into the **Shackelford County's** jail.

Throckmorton County will pay the full Daily Charge for each prisoner regardless of whether the prisoner is held in **Shackelford County's** jail for an entire day or only part of a day.

8. Provision of Medical Care.

Shackelford County's Sheriff shall have full discretion to determine whether medical examination, treatment or other medical care is necessary for any of **Throckmorton County's** prisoners held in **Shackelford County's** jail. **Shackelford County's Sheriff** agrees to make routine medical care available to **Throckmorton County's** prisoners held in **Shackelford County's** jail in the same manner and to the same extent as medical care provided to **Shackelford County's** prisoners. **Shackelford County's Sheriff** agrees to summon necessary medical help for the benefit of and to transport any of **Throckmorton County's** prisoners to a hospital when necessary and without undue delay.

9. Notification of Necessity of Medical Care.

In the event any non-routine, non-emergency medical treatment of one of **Throckmorton County's** prisoners becomes necessary, **Shackelford County's Sheriff** agrees to agreement **Throckmorton County's Sheriff** before any such treatment takes place.

In the event emergency medical care of one of **Throckmorton County's** prisoners becomes necessary, **Shackelford County's Sheriff** agrees to notify **Throckmorton County's Sheriff** of the same as soon as possible.

Throckmorton County's Sheriff agrees to provide written notification to **Shackelford County's Sheriff** of any serious medical condition or communicable diseases known by **Throckmorton County's Sheriff** to be possessed by one of **Throckmorton County's** prisoners at or before the time the prisoner is booked into **Shackelford County's** jail.

10. Expenses of Medical Care.

Throckmorton County will pay any and all expenses for emergency medical care, hospitalization, ambulance transport, and non-emergency medical treatment and all other medical and health care provided to **Throckmorton County's** prisoners held in **Shackelford County's** jail. To the extent such expenses are paid by **Shackelford County**, **Throckmorton County** will reimburse **Shackelford County** for such expenses.

11. Hospital Guards.

If any prisoner of **Throckmorton County** is hospitalized while in the custody of **Shackelford County**, then **Throckmorton County's Sheriff** will provide a guard for the prisoner while the prisoner is in the hospital. **Throckmorton** will reimburse **Shackelford County** at a rate of **fifty dollars (\$50.00) per hour** for any hospital guard services which **Shackelford County's Sheriff** provides **beginning two (2) hours** after **Throckmorton County's Sheriff** is notified that a hospital guard is required.

12. Transportation Expenses.

Throckmorton County's Sheriff will be solely responsible for transporting to and from **Shackelford County's** jail any and all of **Throckmorton County's** prisoners who are to be confined in **Shackelford County's** jail. **Throckmorton County** will pay all costs of such transportation.

13. Indemnification of Shackelford County for Injuries and Property Damage.

Throckmorton County shall promptly pay, defend, save, hold harmless and indemnify **Shackelford County** and **Shackelford County's Sheriff's** agents, elected officials, appointed officials and employees, for and from any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including but without limiting the generality of the foregoing all expenses of litigations, court cost and attorney's fees for injury or death to any person, or injury to any property (including, but not limited to, damage or destruction of any part of **Shackelford County's Jail**), received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the willful, intentional, knowing or negligent acts of **Throckmorton County's** prisoners while they are booked into **Shackelford County's** Jail.

14. Mutual Indemnification for Acts of Employees.

Shackelford County shall defend, pay, save, hold harmless and indemnify **Throckmorton County**, **Throckmorton County's Sheriff**, and **Throckmorton County's** agents, elected

officials, appointed officials and employees (the "Indemnified **Throckmorton County Parties**"), for and from any and all injuries, damages and claims for injuries and damages for which the Indemnified **Shackelford County Parties** may be held liable to or for a **Throckmorton County** prisoner because of acts or omission of any agents, elected officials, appointed officials or employees of **Shackelford County**.

Throckmorton County shall defend, pay, save, hold harmless and indemnify **Shackelford County, Shackelford County's Sheriff, and Shackelford county's agents, elected officials, appointed officials and employees** (the "Indemnified **Shackelford County Parties**"), for and from any and all injuries, damages and claims for injuries and damages for which the Indemnified **Shackelford County Parties** may be held liable to or for a **Throckmorton County** prisoner because of the acts or omission of any agents, elected officials, appointed officials or employees of **Throckmorton County**.

15. Immunity not Waived.

This agreement is not intended to extend the liability of the parties beyond that provided by law. No party waives any immunity or defense that would otherwise be available to it against claims by third parties.

16. Place for Payment.

All amounts payable under the terms of this agreement shall be payable at the following address or such other place as **Shackelford County** may from time to time designate in writing to **Throckmorton County**:

Shackelford County Treasurer
P.O. Box 3067
Albany, TX 76430

17. Payment Due Date.

Shackelford County will invoice **Throckmorton County** on a monthly basis for jail confinement services and any other amounts payable under this agreement. Each invoice will be due and payable within **forty-five (45) days** after the date the invoice is mailed by **Shackelford County** to **Throckmorton County**.

18. Late Charge.

Throckmorton County agrees to pay to **Shackelford County** a late charge of **ten percent (10%)** of the full amount of any monthly invoice which is not paid or disputed in writing within **fifteen (15) days** after the date of payment of such invoice is due.

19. Magistration.

Throckmorton County's Sheriff shall ensure that all **Throckmorton County's** prisoners, before they are booked into **Shackelford County's** jail, have been taken before a magistrate and provided with the advice, admonitions and warnings required by the Texas Code of Criminal Procedure Article 15.17 et seq.

20. **Jail Certified by Commission.**

Shackelford County's jail has been certified to have complied with the minimum jail standards of the Texas Commission on Jail Standards and Article 5115.0, Vernon's Annotated Civil Statutes. No law or rule will be violated by the honoring and enforcement of this agreement.

21. **Delegated Authority.**

Shackelford County's Sheriff and Throckmorton County's Sheriff may delegate any authority necessary to carry out the terms of this agreement to any employees in their respective Sheriff's Office. For purposes of this agreement, unless the other parties to this agreement are notified in writing to the contrary, each Sheriff's Office may presume that an employee of the other Sheriff's Office acting with his or her Sheriff's authorization or approval. However, both Sheriff's, and their successors in office, will remain responsible for compliance with duties respectively imposed upon them under the terms of this agreement.

22. **Termination of Agreement.**

If Shackelford County, Shackelford County's Sheriff, Throckmorton County or Throckmorton County's Sheriff elects to terminate this agreement, the party desiring to terminate the agreement shall do so by giving ten (10) days written notice to the other parties of such intention. The notice shall be delivered to the above stated addresses of the other parties or to such other place as such parties may from time to time designate in writing to one another.

23. **Law.**

Shackelford County and Throckmorton County shall obey all applicable laws, restrictions, ordinances, rules, and regulations with respect to the transport and confinement of prisoners.

24. **Attorney's Fees.**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to receive reasonable attorney's fees from the other party, which fees may be set by the Court in trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

25. **Governing Law.**

This agreement has been made in the State of Texas and should be in all respects governed by the laws of the State of Texas.

26. **Venue.**

Venue for any proceeding to enforce this agreement shall lie in **Shackelford County, Texas.**

27. **Amendment.**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof, and be duly executed by all parties to the agreement.

28. Construction.

When the context requires, singular nouns and pronouns include the plural, and all genders include the other or neuter. This agreement shall not be strictly constructed against any party.

29. Singular Includes Plural.

When the context requires, singular nouns and pronouns include the plural.

30. Prior Contracts Superseded.

This agreement shall be considered an amendment to and supersede any previous agreements between the parties on this matter.

31. No Oral Agreements.

THIS INSTRUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

32. Multiple Originals.

This agreement may be executed in multiple originals, each of which shall be deemed for all purposes to be an original of the agreement.

Shackelford County, a political subdivision of the State of Texas

By: Robert Skelton

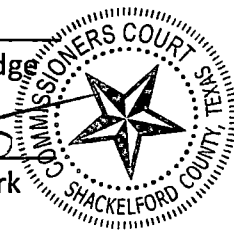
Robert Skelton, Shackelford County Judge

Cheri Hawkins

Cheri Hawkins, Shackelford County Clerk

Edward Miller

Edward Miller, Shackelford County Sheriff



04-11-2022

Date

4/11/22

Date

4/11/22

Date

Throckmorton, a political subdivision of the State of Texas

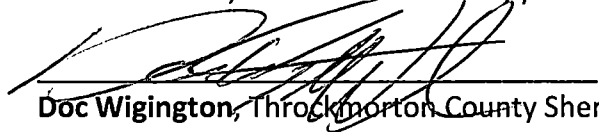
By:


Trey Carrington, Throckmorton County Judge

4-25-22
Date


Dianna Moore, Throckmorton County Clerk

4-25-2022
Date


Doc Wigington, Throckmorton County Sheriff

4/26/22
Date

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Throckmorton } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 72450969

That we, Michelle R. Clark, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1 County of Throckmorton, his successors in office, in the sum of 2 Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 5th day of April, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of April, 2022, duly appointed Assistant Co. (Elected—Appointed) to the office of Treasurer in and for 3Throckmorton County, State of Texas, for a term of one year commencing on the 1st day of April, 2022.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and shall~~ ⁴

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Michelle R. Clark
Principal

WESTERN SURETY COMPANY
By Paul T. Buflat
Paul T. Buflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

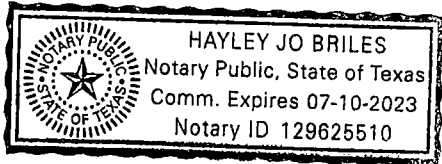
THE STATE OF TEXAS

County of Throckmorton } ss

Before me, Hayley Jo Briles on this day, personally appeared Michelle R Clark, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at 105 N Minter, Throckmorton, Texas, this 19th day of April, 2022.

SEAL



Hayley Jo Briles
Throckmorton County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

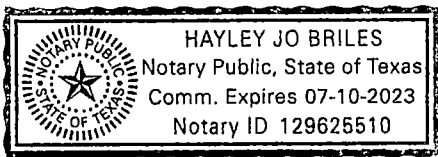
I, Michelle R Clark, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of ASSISTANT COUNTY TREASURER, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Michelle R Clark

Sworn to and subscribed before me at 105 N. Minter, Throckmorton, Texas, this 19th day of April, 2022.

Hayley Jo Briles
Throckmorton County, Texas

SEAL



THE STATE OF TEXAS } ss
County of Throckmorton

The foregoing bond of Michelle R. Clark as
Assist. Co. Treasurer in and for Throckmorton County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Dianna Moore Clerk
County Court Throckmorton County

Date: 4-25-22
Tracy Casper County Judge,
Throckmorton County, Texas

THE STATE OF TEXAS } ss
County of Throckmorton

I, Dianna Moore, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 5th day of April, 2022, with its certificates of
authentication, was filed for record in my office the 25th day of April, 2022, at
9:00 o'clock a.M., and duly recorded the 25th day of April, 2022, at
9:00 o'clock a.M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in Throckmorton,
Texas, the day and year last above written.

Dianna Moore Clerk

By _____ Deputy County Court Throckmorton County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 5th day of April,
2022, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl
Notary Public

My Commission Expires June 18, 2025

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Assistant Co. Treasurer County of Throckmorton

bond with bond number 72450969

for Michelle R. Clark

as Principal in the penalty amount not to exceed: \$5,000.00

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

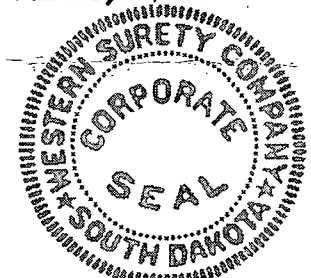
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 5th day of April, 2022.

ATTEST

P. Leitheiser
P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 5th day of April, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

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



My Commission Expires March 2, 2026

M. Bent
Notary Public



OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't. Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

Figure: 28 TAC 01.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

<u>April 25, 2022</u>		
<u>VENDOR NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
CITY		467.18
CITY	PREC. 1	52.75
CITY	PREC. 2	105.50
CITY	PREC. 4	70.75
SUPERIOR VISION		156.09
TEXAS CHILD SUPPORT		362.50
AFLAC		
BCBS		12,658.14
HILLARD		30.00
VERIZON		246.18
HART		103.20
FED EX	S.O.	14.34
JAMES K. WIGINGTON: COLLECTOR	PREC. 2	7.50
AEP	APRIL	375.00
THROCKMORTON TRIBUNE		29.20
ABC PRINTING		51.99
DE LAGE LANDEN		339.16
JENNY HENLEY		1,120.00
AT&T	PREC. 1	94.28
BYRON GRAY	S.O.	186.03
FLAGS USA		407.00
ALLEN'S GARAGE	S.O.	35.00
ALLEN'S GARAGE	PREC. 2	7.00
GRAY'S INSURANCE		50.00
GLENN'S WELDING	PREC. 2	519.00
CTAT		175.00
YELLOWHOUSE	PREC. 2	2,694.69
AMERICAN FIBER TECH	ALL PREC.	515.50