

**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 7th day of August, 2017 at 1:30 o'clock p.m., in the County Courthouse, Jacksboro, Texas, at which time the following subjects\* will be discussed and appropriate action taken, to-wit:

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

**FILED FOR RECORD**

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

**AUG 04 2017**

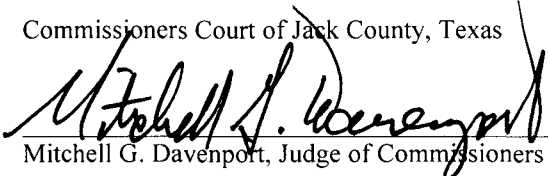
VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
  - (a) Approval of Minutes of Meeting July 24, 2017;
  - (b) Approval/Renewal of Performance Bonds for the following: Deputy Sheriff Wilson Newman; Deputy Sheriff David William Vanderkaay; Deputy Sheriff Eldon Ray Hannah; and Reserve Deputy Sheriff Terry McDaniel;
  - (c) Approval of execution of 3-Year Subscription Agreement with Westlaw on EBooks (Estates Code & Penal Code) for County Judge Office;
4. TIMED AGENDA ITEMS: None;
5. Budget Workshop FY18;
6. Discussion of Commissioner Precinct Operations;
7. Update on Courthouse Repair Project 2017 details, if any;
8. Update on status of County activities, if any, under the CTIF Grant and FEMA Flood Grant and approval of execution of payment request and other forms;
9. Authorize issuance of an RFP (Request for Proposals) for Rock Hauling Services for period of September 1, 2017 to August 31, 2018;
10. Consider to propose a tax rate for FY18 Jack County Budget, wherein the proposed tax rate to be considered would exceed the rollback rate or the effective rate, whichever is lower, take record vote, and schedule two public hearings on the proposed tax rate (hearings to be held on August 21, 2017 and August 28, 2017 respectively);
11. FUTURE AGENDA ITEMS; AND;
12. ADJOURNMENT.


Dated this the 4th day of August, 2017

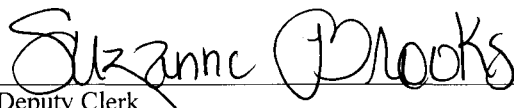
Commissioners Court of Jack County, Texas

  
Mitchell G. Davenport, Judge of Commissioners Court

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 4th day of August, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 4th day of August, 2017, at 9:11am

  
Vanessa James, County Clerk of Jack County, Texas

By:   
Deputy Clerk



MINUTES

On this the 7<sup>th</sup> day of August, 2017 the Commissioners Court of Jack County, Texas met in Regular session at 1:38 p.m. with the following elected officials present:

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

**FILED FOR RECORD**

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

**AUG 14 2017**

PUBLIC FORUM

VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS

No members of the public present.

PAYMENT OF ACCOUNTS AND CLAIMS BY \_\_\_\_\_ DEPUTY

All accounts and claims were submitted to the Court for approval. Those submitted were ratified and presented to the Court by Auditor Lisa Perry.

Commissioner Ward made a motion to pay all the bills. Judge Davenport seconded and the motion carried unanimously.

CONSENT AGENDA ITEMS

The following items were taken up under the Consent Agenda:

- (a) Approval of Minutes of July 24, 2017;
- (b) Approval/Renewal of Performance Bonds for the following: Deputy Sheriff Wilson Newman; Deputy Sheriff David William Vanderkaay; Deputy Sheriff Eldon Tay Hannah; and Reserve Deputy Sheriff Terry McDaniel;
- (c) Approval of execution of 3 – Year subscription Agreement with Westlaw on EBooks (Estates Code & Penal Code) for County Judge’s Office;

Judge Davenport made a motion to adopt the consent agenda items. Commissioner Birdwell seconded and the motion carried unanimously.

TIMED AGENDA ITEMS

No Timed Agenda.

BUDGET WORKSHOP FY18

The Commissioner began to discuss the proposed budget for FY18. No action was taken on this matter.

DISCUSSION OF PRECINCT OPERATIONS

Discussion was made by Commissioners over projects in their precincts and information they have to share with the Court.

UPDATE ON COURTHOUSE REPAIR PROJECT 2017

Danny has been moving boxes upstairs to storage from the Tax Office preparing to move their office downstairs for remodeling. While the Tax Office is located in the Assembly Room the kitchen will be closed.

CTIF GRANT AND FEMA FLOOD GRANT

No new information to present.

**AUTHORIZE ISSUANCE OF A REQUEST FOR PROPOSALS FOR ROCK HAULING SERVICES FOR PERIOD OF SEPTEMBER 1, 2017 TO AUGUST 31, 2018**

Motion was made by Commissioner Birdwell to advertise to request proposals for rock hauling services. Motion was seconded by Commissioner Ward and passed unanimously.

CONSIDER TO PROPOSE A TAX RATE FOR FY18 JACK COUNTY BUDGET

Motion was made by Judge Davenport to propose a tax rate that would fund FY18 budget that would exceed the rollback rate or the effective rate, whichever is lower, take the record vote and schedule two public hearings on the proposed tax rate to be held August 21, 2017 at 9 s.m. and August 28, 2017 at the same time. Motion was seconded by Commissioner Umphress and the Court voted as follows on the motion:

FOR: Mitchell Davenport; Keith Umphress; James Brock; Henry Birdwell, Jr.; and, Terry Ward;  
AGAINST: None; and,  
ABSENT: None.

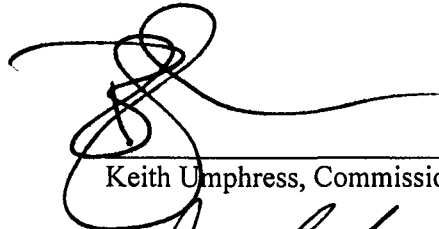
FUTURE AGENDA ITEMS

No future agenda items.

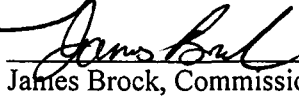
ADJOURNMENT

There being no further business motion was made by Judge Davenport to adjourn. Commissioner Brock seconded the motion to adjourn. The motion carried unanimously.

Meeting was adjourned at 3:54 p.m.



Keith Umphress, Commissioner Pct. #1



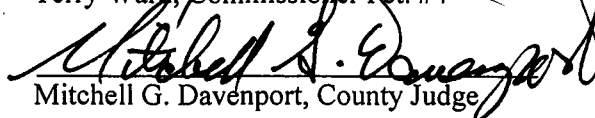
James Brock, Commissioner Pct. #2



Henry Birdwell, Jr, Commissioner Pct. #3

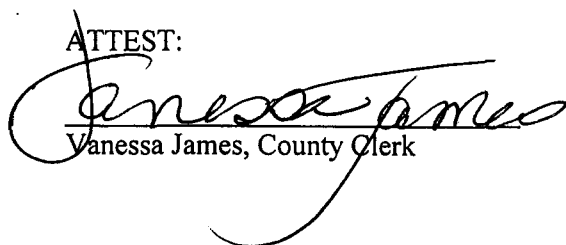


Terry Ward, Commissioner Pct. #4



Mitchell G. Davenport, County Judge

ATTEST:



Vanessa James, County Clerk



Texas



FILED FOR RECORD

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

# Western Surety Company

AUG 08 2017

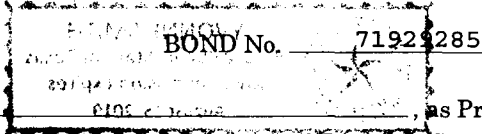
VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS

## OFFICIAL BOND AND OATH

BY \_\_\_\_\_ DEPUTY

THE STATE OF TEXAS }  
County of Jack } ss

KNOW ALL PERSONS BY THESE PRESENTS:



That we, Terry McDaniel  
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held  
and bound unto <sup>1</sup>Jack County Sheriff, his successors in office,

in the sum of <sup>2</sup>Ten Thousand and 00/100 DOLLARS ( \$10,000.00 ),  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Dated this 17th day of July, 2017.

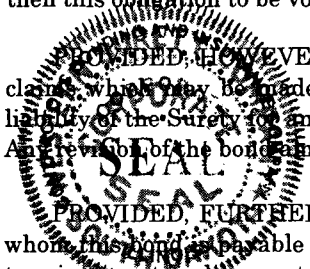
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly appointed  
Reserve Deputy Sheriff (Elected—Appointed)  
to the office of \_\_\_\_\_ in and for <sup>3</sup>Jack County, State of Texas, for  
a term of One year commencing on the 15th day of July, 2017.

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~~ <sup>4</sup>

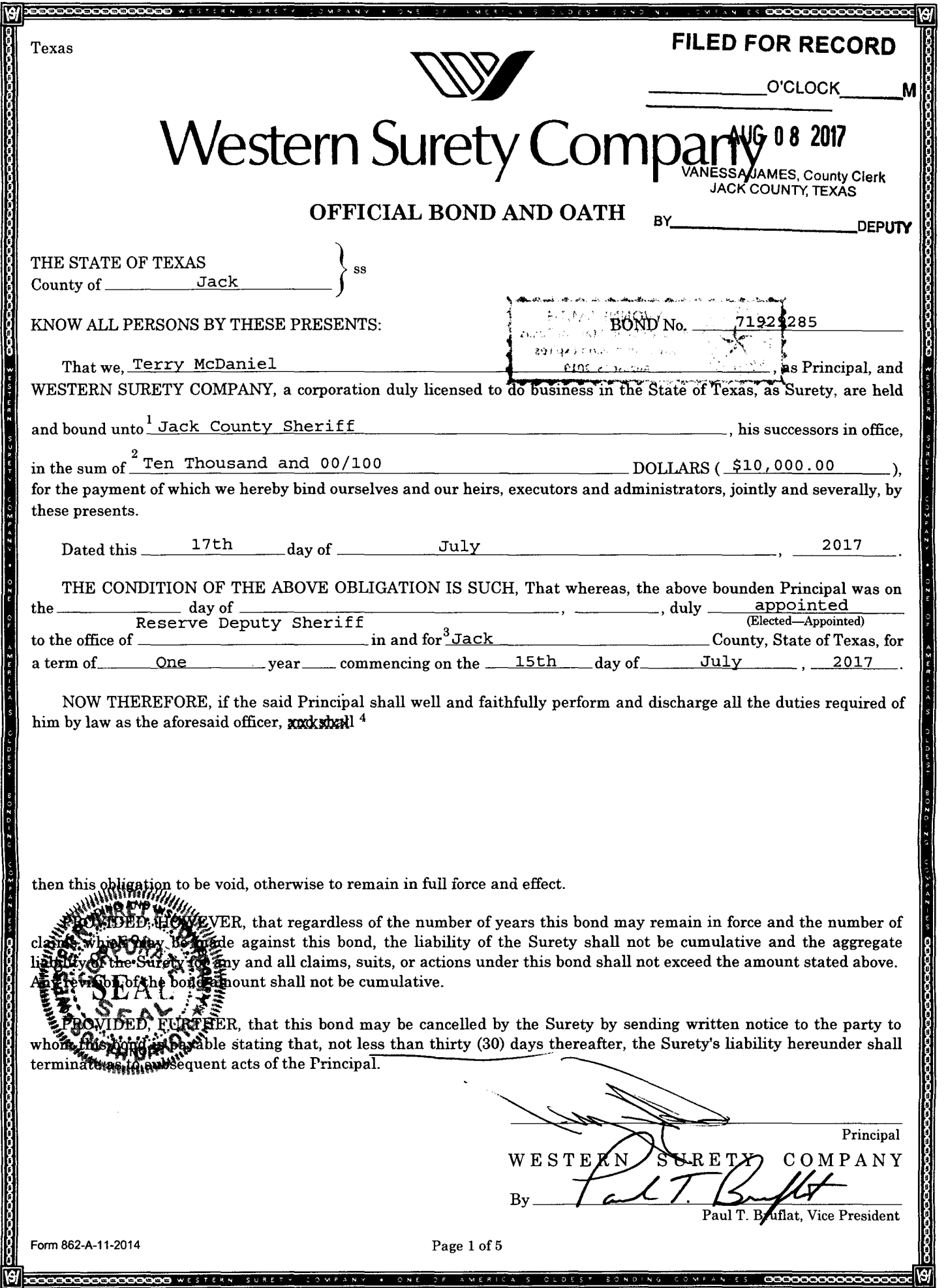
then this obligation to be void, otherwise to remain in full force and effect.

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 revocation 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.



\_\_\_\_\_  
Principal  
WESTERN SURETY COMPANY  
By Paul T. Buflat  
Paul T. Buflat, Vice President



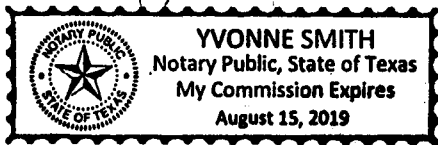
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Jack } ss

Before me, Yvonne Smith on this day, personally appeared Terry McDaniel, 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 Jacksboro, Texas, this 26<sup>th</sup> day of July, 2017.



SEAL

Yvonne Smith  
Jack 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, Terry McDaniel, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of 13 Dispatcher, Reserve Deputy Sheriff, 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 \_\_\_\_\_

Sworn to and subscribed before me at 1432 FM 3344 Jacksboro Texas, this 26<sup>th</sup> day of July, 2017.

Thomas P. Spindler  
Jack County, Texas

SEAL

THE STATE OF TEXAS } ss  
County of Jack

The foregoing bond of Terry McDaniel as  
Reserve Deputy Sheriff in and for Jack County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:  
Janessa James Clerk  
County Court Jack County

Date August 7, 2017  
Mitchell J. Gonzalez County Judge,  
Jack County, Texas



THE STATE OF TEXAS } ss  
County of Jack

I, Vanessa James County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 17th day of July, 2017, with its certificates of  
authentication, was filed for record in my office the 8th day of August, 2017, at  
12:05 o'clock P. M., and duly recorded the 8th day of August, 2017, at  
12:05 o'clock P. M., in the Records of Official Bonds of said County in Volume 14, on page  
241.

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

By Suzanne Brooks Deputy

Vanessa James Clerk  
County Court Jack 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 17th day of July,  
2017, personally appeared Paul T. Brufat 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.



M. Bent  
Notary Public

My Commission Expires March 2, 2020

## 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."

## OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding 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.





# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 61801674 briefly described as DEPUTY SHERIFF JACK COUNTY SHERIFF OFFICE  
 \_\_\_\_\_,  
 for WILSON NEWMAN  
 \_\_\_\_\_, as Principal,  
 in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning September 16, 2017, and ending September 16, 2018, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 12 day of June, 2017.



WESTERN SURETY COMPANY

FILED FOR RECORD

\_\_\_\_\_ O'CLOCK By M

*Paul T. Bruhat*  
 Paul T. Bruhat, Vice President

AUG 08 2017

VANESSA JAMES, County Clerk  
 JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

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

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One DEPUTY SHERIFF JACK COUNTY SHERIFF OFFICE

bond with bond number 61801674

for WILSON NEWMAN

as Principal in the penalty amount not to exceed: \$10,000.00

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 12 day of June, 2017.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

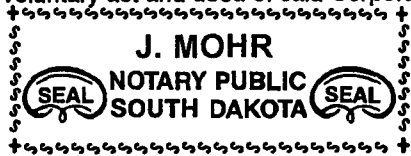
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 12 day of June, 2017, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

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



J. Mohr  
Notary Public  
My Commission Expires June 23, 2021

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.  
Form F1975-1-2016





# Western Surety Company

## CONTINUATION CERTIFICATE

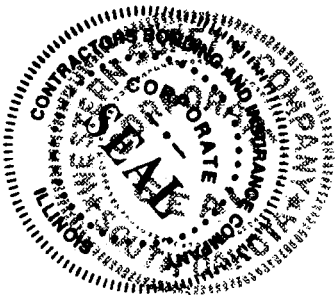
Western Surety Company hereby continues in force Bond No. 71588101 briefly described as DEPUTY SHERIFF COUNTY OF JACK SHERIFF DEPARTMENT

\_\_\_\_\_ ,  
 for DAVID WILLIAM VANDERKAAY

\_\_\_\_\_, as Principal,  
 in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning September 22, 2017, and ending September 22, 2018, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 12 day of June, 2017.



WESTERN SURETY COMPANY

**FILED FOR RECORD**

By Paul T. Bruffat  
 \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M Paul T. Bruffat, Vice President

**AUG 08 2017**

VANESSA JAMES County Clerk  
 JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

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

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One DEPUTY SHERIFF COUNTY OF JACK SHERIFF DEPARTMENT

bond with bond number 71588101

for DAVID WILLIAM VANDERKAAY

as Principal in the penalty amount not to exceed: \$10,000.00

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 12 day of June, 2017.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 12 day of June, 2017, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

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



J. Mohr

Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 70144532 briefly described as DEPUTY SHERIFF COUNTY OF JACK

\_\_\_\_\_

for ELDON RAY HANNAH

\_\_\_\_\_, as Principal,

in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning August 14, 2017, and ending August 14, 2018, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 11 day of May, 2017.



WESTERN SURETY COMPANY

FILED FOR RECORD

By \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

*Paul T. Bruhat*

Paul T. Bruhat, Vice President

AUG 08 2017

VANESSA JAMITS Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

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

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One DEPUTY SHERIFF COUNTY OF JACK

bond with bond number 70144532

for ELDON RAY HANNAH

as Principal in the penalty amount not to exceed: \$10,000.00

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 11 day of May, 2017.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

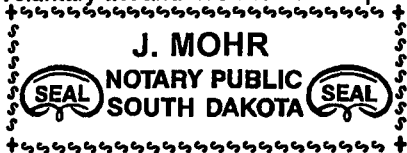
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 11 day of May, 2017, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

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



J. Mohr  
Notary Public  
My Commission Expires June 23, 2021

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.  
Form F1975-1-2016





THOMSON REUTERS

# Order Form

Contact your representative [Ryan.Bouchard@thomsonreuters.com](mailto:Ryan.Bouchard@thomsonreuters.com) with any questions. Thank you.

Order ID: **892629**

### Subscriber Information

**Account Address:**

Account #: **1000628474**  
JACK COUNTY JUDGE  
LISA PERRY  
COURTHOUSE  
100 N MAIN ST STE 202  
JACKSBORO, TX 76458  
US  
940-567-2001

**Shipping Address:**

Account #: **1000628474**  
JACK COUNTY JUDGE  
LISA PERRY  
COURTHOUSE  
100 N MAIN ST STE 202  
JACKSBORO, TX 76458  
US  
940-567-2001

**Billing Address:**

Account #: **1000628474**  
JACK COUNTY JUDGE  
LISA PERRY  
COURTHOUSE  
100 N MAIN ST STE 202  
JACKSBORO, TX 76458  
US  
940-567-2001

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

### Online/Practice Solutions/Software and Print/ProView eBooks Programs

#### Print/ProView eBooks Programs

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term and Increase
40666420	West Complete Library <small>See Attachment for product details</small>	1	Package			\$21.60		\$21.60	36	Year 2-5% Year 3-5%

### Subscription Services for Print/ProView eBook Programs

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print products, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. eBooks that are updated receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

If West Complete is designated above and you terminate any West Complete Print product during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

If West Complete designated above and it includes ProView eBook titles, during your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

### Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

### Post Minimum Terms

MSD Initials for Automatic Renewal Term for Print/ProView eBook Programs. I request West to continue subscription services for the products designated above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term")

and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

<b>Order charges for print/eBook products not on subscription:</b>	N/A
<b>Initial order charges for print/eBooks products with updates billed upon shipment:</b>	N/A
<b>Initial Monthly Charges for Products under 36 month Minimum Term:</b>	\$21.60

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

### Miscellaneous

**Charges, Payments Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

**Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

**The General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc and Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research
- ProView eBooks



For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

**Signature for Order ID: 892629**

X *Mitchell G. Davenport*  
 Signature of Authorized Representative for order  
 Mitchell G. Davenport  
 Printed Name  
 County Judge  
 Title  
 8-7-17  
 Date

© 2017 West, a Thomson Reuters business. All rights reserved.

 THOMSON REUTERS **Attachment**  
 Contact your representative [Ryan.Bouchard@thomsonreuters.com](mailto:Ryan.Bouchard@thomsonreuters.com) with any questions. Thank you.

Order ID: 892629

**Payment and Shipping Information**

Payment Method:  
 Payment Method: WestAccount  
 Account Number: 1000628474

Shipping Information:  
 Shipping Method: Ground Shipping - U.S. Only

**Additional Information**

Created By: 0001693  
 Order Source: 27  
 Revenue Channel: 06  
 Order Date: 7/14/2017 1:21:24 PM  
 P.O. Number:

**Product and User Details**

No of Passwords	
1	41748820 Pv Texas Estate Code Annotated Full Svc (APP)
1	41748821 Pv Texas Penal Code Annotated Full Svc (APP)

Material Number	User	Position	Email
<input checked="" type="checkbox"/> 41748820	Mitchell Davenport	Judge	mdavenport@jackcounty.org
<input checked="" type="checkbox"/> 41748821			

**West Complete Products**

Material #	Products	Quantity	
		Exist	New
41748820	Pv Texas Estate Code Annotated Full Svc (APP)	0	1
41748821	Pv Texas Penal Code Annotated Full Svc (APP)	0	1

**Order Contact Information**

First Name	Last Name	Email Address	Contact Description	Contact Number
Mitchell	Davenport	mdavenport@jackcounty.org	Order Confirmation Contact	28
Mitchell	Davenport	mdavenport@jackcounty.org	Primary Password Contact	24

**Office Use Only**

Proxy Order By 6041977

Worksheet West Complete:[https://ordermation.west.thomson.com/esigs/of.aspx?  
ordergroupid=81106f253a764bee9aa11544d9b3e430&pfv=true](https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=81106f253a764bee9aa11544d9b3e430&pfv=true)

OF Ver:[https://ordermation.west.thomson.com/esigs/ofversion.aspx?  
pfv=true&ordergroupid=c884349abccb470a9c5540890c0e2a07&isofview=yes](https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=c884349abccb470a9c5540890c0e2a07&isofview=yes)

**West Complete Addendum for Customer Signature**

**Customer Account Address:**

Account #: 1000628474  
JACK COUNTY JUDGE  
LISA PERRY  
COURTHOUSE  
100 N MAIN ST STE 202  
JACKSBORO  
TX  
76458  
US  
940-567-2001

**Print Titles Selected**

Pv Texas Estate Code Annotated Full Svc (APP)  
Pv Texas Penal Code Annotated Full Svc (APP)

Exist  
0  
0

New  
1  
1

X Signature *Mitchell A. J. J. J. J.*

Date: 8-7-17