Item 11

You are holding a budget workshop today, so I want to know where the money is in this budget for the burden Jack County is about to take on. -for 1 center - multiply that By 6-7 Plus all the other project

Over the next six to eighteen months, this county could see a massive increase in construction traffic, temporary workers, heavy equipment, road accidents, medical calls, fire risk, and law-enforcement demands. - How many officers are gonna Be required for Each center - + Staffing as of When and Where the money coming for all of that

Where is the money for additional sheriff's deputies and patrol hours?

Where is the money for more EMS personnel, ambulances, medical supplies, and increased call volume? - Same for this how many Do we need Especially During Construction

Where is the money for fire apparatus, protective equipment, specialized training, maintenance, replacement vehicles, mutual aid, and enough personnel to respond when several emergencies happen at once? -

The Bear Hallow Fire just showed us what that kind of demand can look like. More than 900 acres burned before that fire was fully contained, and it required local departments, mutual aid, and outside resources.

And the highest-risk period for these enormous industrial projects may not even be after they open. It may be during construction, when we have welding, electrical work, fuel, heavy machinery, temporary crews, road congestion, and incomplete fire-protection systems operating at the same time.

We keep hearing about a one-time $1.5 million contribution for a new fire department.

But a building is not a fire department.

A building does not hire firefighters. - nor transition a currently volunteer department to a Paid Department to make sure you have the full needed staff of ... [illegible]

It does not pay for annual training, fuel, maintenance, replacement trucks, emergency water supplies, hazardous-material equipment, or mutual-aid costs.

So where does the rest of the money come from?

Does it come from Jack County taxpayers?

And while we are talking about this budget and taxpayer protection, I have another question.

Are y'all aware that current Texas law requires a county judge who presides over probate or guardianship proceedings to have bond coverage of not less than $500,000?

Because I went looking.

From the bond documents I have been able to obtain, Judge Umphress appears to have approximately $105,000 in bond coverage.

Now, that may have a perfectly reasonable explanation.

If Jack County has purchased additional insurance or other qualifying coverage that brings the judge's protection up to the amount required under current law, then wonderful.

Produce the policy and let the public see it.

But when that insurance policy was requested through an open-records request, instead of simply producing it, the county's attorneys sought review from the Attorney General.

So now I have some very simple budget questions.

What insurance coverage are Jack County taxpayers paying for?

Who is the carrier?

Who is insured?

You are holding a budget workshop today, so I want to know where the money is in this budget for the burden Jack County is about to take on.

Over the next six to eighteen months, this county could see a massive increase in construction traffic, temporary workers, heavy equipment, road accidents, medical calls, fire risk, and law-enforcement demands.

Where is the money for additional sheriff's deputies and patrol hours?

Where is the money for more EMS personnel, ambulances, medical supplies, and increased call volume?

Where is the money for fire apparatus, protective equipment, specialized training, maintenance, replacement vehicles, mutual aid, and enough personnel to respond when several emergencies happen at once?

The Bear Hollow Fire just showed us what that kind of demand can look like. More than 900 acres burned before that fire was fully contained, and it required local departments, mutual aid, and outside resources.

And the highest risk period for these enormous industrial projects may not even be after they open. It may be during construction, when we have welding, electrical work, fuel, heavy machinery, temporary crews, road congestion, and incomplete fire-protection systems operating at the same time.

We keep hearing about a one-time $1.5 million contribution for a new fire department.

But a building is not a fire department.

A building does not hire firefighters.

It does not pay for annual training, fuel, maintenance, replacement trucks, emergency water supplies, hazardous-materials equipment, or mutual-aid costs.

So where does the rest of the money come from?

Does it come from Jack County taxpayers?

And while we are talking about this budget and taxpayer protection, I have another question.

Are y'all aware that current Texas law requires a county judge who presides over probate or guardianship proceedings to have bond coverage of not less than $500,000?

Because I went looking.

From the bond documents I have been able to obtain, Judge Umphress appears to have approximately $25,000 in bond coverage.

Now, that may have a perfectly reasonable explanation.

If Jack County has purchased additional insurance or other qualifying coverage that brings the judge's protection up to the amount required under current law, then wonderful.

Produce the policy and let the public see it.

But when that insurance policy was requested through an open-records request, instead of simply producing it, the county's attorneys sought review from the Attorney General.

So now I have some very simple budget questions:

What insurance coverage are Jack County taxpayers paying for?

Who is the carrier?

Who is insured?

What are the policy limits?

And does any of that coverage supplement the judge's approximately $105,000 bond?

If it does, then show us that the required coverage is there and this question goes away.

But if it does not, then we have a much bigger question.

Does Judge Umphress currently have the bond coverage required for a county judge handling probate and guardianship matters?

And if the answer is no, what is this court doing about it?

Because current litigation could affect insurability and bonding going forward, and taxpayers deserve to know what happens if an elected official cannot obtain the coverage required for the duties he performs.

I am not standing here claiming I know what is inside an insurance policy the county has not produced.

That is precisely why I am asking you to produce it.

And while we are demanding transparency about the protection taxpayers are already paying for, we also need to be honest about the enormous new costs coming toward this county.

Before approving any Chapter 312 agreement or tax abatement, this court should require a complete emergency-services impact study.

Calculate the real cost of additional fire, EMS, law enforcement, dispatch, road response, training, equipment, staffing, maintenance, and long-term replacement.

Then require the industries creating those demands to fund their full share upfront and every year afterward.

A one-time donation is not a long-term public-safety plan.

And insurance and bonding that taxpayers cannot verify is not transparency either.

You are discussing the 2026 budget today.

So show the people of Jack County where the money is coming from, what protection we are actually paying for, and make sure the enormous new costs coming toward this county are not quietly being shifted onto the taxpayers.

What is the policy limit?

And does that coverage supplement the judge's approximately $105,000 bond?

If it does, then show us that the required coverage is there and this question goes away.

But if it does not, then we have a much bigger question.

Does Judge Umphress currently have the bond coverage required for a county judge handling probate and guardianship matters?

And if the answer is no, what is this court doing about it?

Because current litigation could affect insurability and bonding going forward, and taxpayers deserve to know what happens if an elected official cannot obtain the coverage required for the duties he performs.

I am not standing here claiming I know what is inside an insurance policy the county has not produced.

That is precisely why I am asking you to produce it.

And while we are demanding transparency about the protection taxpayers are already paying for, we also need to be honest about the enormous new costs coming toward this county

Before approving any Chapter 312 agreement or tax abatement, this court should require a complete emergency-services impact study.

Calculate the real cost of additional fire, EMS, law enforcement, dispatch, road response, training, equipment, staffing, maintenance, and long-term replacement.

Then require the industries creating those demands to fund their full share upfront and every year afterward.

A one-time donation is not a long term public-safety plan.

And insurance and bonding that taxpayers cannot verify is not transparency either.

You are discussing the 2026 budget today

So show the people of Jack County where the money is coming from, what protection we are acually paying for, and make sure the enormous new costs coming toward this county are not quietly being shifted onto the taxpayers

Before you take any action under item number 6, I want to ask this court for clarity in open session.

You just came out of closed session on two very serious matters: legal consultation and economic-development negotiations.

I understand that some discussion may happen behind closed doors.

But any action taken afterward belongs out here, in plain language, before the public and before the vote.

So before any motion is made under item 6, I am asking this court to clearly state exactly which closed-session item the action relates to.

If the action relates to the legal consultation, then the public deserves to know whether you are voting on litigation strategy, a settlement offer, outside legal spending, or some other legal matter. — + What law firm is handling

If taxpayer money is involved, then the public deserves to know how much money is being spent, what it is being spent on, and whether it concerns the conduct or decisions of this court.

If the action relates to economic development, then the public deserves to know whether you are authorizing negotiations, offering an incentive, approving terms, or moving forward with a specific business prospect.

And before that vote happens, the public deserves to hear, in open session:

What kind of incentive is being considered?

How long would it last?

What is the total public cost?

What infrastructure burden will it create for Jack County?

What will it cost us in roads, law enforcement, EMS, fire protection, water protection, staffing, equipment, and long-term maintenance?

What jobs are being promised?

What happens if those promises are not kept?

And what protections, penalties, recapture provisions, and enforcement mechanisms will be included?

A vague motion, a second, and a quick vote is not transparency.

The public should not have to guess what is being approved after you have already discussed it in private.

If you are going to take action under item 6, then tell the people of Jack County exactly what that action is before you ask for a vote.

Because closed session may protect limited discussion, but it should not be used to hide the substance of what is being decided with public money and on behalf of the public.

So before you vote, I am asking this court to put the details on the record, in plain English, so the people who elected you can understand exactly what you are doing.

Mary Sandberg

Before you take any action under item number 6, I want to ask this court for clarity in open session.

You just came out of closed session on two very serious matters: legal consultation and economic development negotiations.

I understand that some discussion may happen behind closed doors.

But any action taken afterward belongs out here, in plain language, before the public and before the vote.

So before any motion is made under item 6, I am asking this court to clearly state exactly which closed-session item the action relates to.

If the action relates to the legal consultation, then the public deserves to know whether you are voting on litigation strategy, a settlement offer, outside legal spending, or some other legal matter.

If taxpayer money is involved, then the public deserves to know how much money is being spent, what it is being spent on, and whether it concerns the conduct or decisions of this court.

If the action relates to economic development, then the public deserves to know whether you are authorizing negotiations, offering an incentive, approving terms, or moving forward with a specific business prospect.

And before that vote happens, the public deserves to hear, in open session:

What kind of incentive is being considered?

How long would it last?

What is the total public cost?

What infrastructure burden will it create for Jack County?

What will it cost us in roads, law enforcement, EMS, fire protection, water protection, staffing, equipment, and long-term maintenance?

What jobs are being promised?

What happens if those promises are not kept?

And what protections, penalties, recapture provisions, and enforcement mechanisms will be included?

A vague motion is not enough, and a quick vote is not transparency.

The public should not have to guess what is being approved after you have already discussed it in private.

If you are going to take action under item 6, then tell the people of Jack County exactly what that motion is before you ask for a vote.

Because closed session may protect limited discussion, but it should not be used to hide the substance of what is being decided with public money and on behalf of the public.

So before you vote, I am asking this court to put the details on the record, in plain English, so the people who elected you can understand exactly what you are doing.

Mary Sandberg

Jack County Open Forum Speech - CyrusOne Tax Incentives

For months, we have been told that Jack County needs to offer CyrusOne a tax abatement because this project is supposedly too valuable to risk losing.

But after looking at CyrusOne's ownership, where it builds, what incentives it receives, and how these projects are structured, I think we need to turn that question around.

The question is not just, "What happens if CyrusOne walks away?"

The question is, "Why does CyrusOne keep choosing places where taxpayers are already giving data centers special treatment?"

CyrusOne is owned by investment funds connected to KKR and Global Infrastructure Partners, which is now part of BlackRock.

These are not small companies struggling to finance construction.

They have access to billions of dollars in capital.

We found 46 currently listed CyrusOne data-center facilities in the United States.

Every one of those 46 is located in a state that offers specialized tax treatment or incentives for data centers.

Forty-six out of forty-six.

And when we looked at their current development pipeline, the same pattern continued.

They are building where the tax structure is favorable.

That matters here because the 15% Jack County abatement is not the only tax break this project may receive.

Texas already has a Qualified Data Center program.

A qualifying project can avoid the 6.25% Texas state sales-and-use tax on major categories of data-center equipment, including servers, cooling systems, electrical systems, generators, networking equipment, and even qualifying electricity purchases.

And that exemption can last 10 or 15 years.

The regular Texas program requires only 20 qualifying permanent jobs and at least $200 million in capital investment.

CyrusOne has told us this Jack County project is expected to create a maximum of approximately 25 permanent jobs.

Not hundreds.

Jack County Open Forum Speech - CyrusOne Tax Incentives

For months, we have been told that Jack County needs to offer CyrusOne a tax abatement because this project is supposedly too valuable to risk losing.

But after looking at CyrusOne's ownership, where it builds, what incentives it receives, and how those projects are structured, I think we need to turn that question around.

The question is not just, "What happens if CyrusOne walks away?"

The question is, "Why does CyrusOne keep choosing places where taxpayers are already giving data centers special treatment?"

CyrusOne is owned by investment funds connected to KKR and Global Infrastructure Partners, which is now part of BlackRock.

These are not small companies struggling to finance construction.

They have access to billions of dollars in capital

We found 46 currently listed CyrusOne data center facilities in the United States.

Every one of those 46 is located in a state that offers specialized tax treatment or incentives for data centers.

Forty-six out of forty-six.

And when we looked at their current development pipeline, the same pattern continued

They are building where the tax structure is favorable

That matters here because the 15% Jack County abatement is not the only tax break this project may receive.

Texas already has a Qualified Data Center program.

A qualifying project can avoid the 6.25% Texas state sales-and-use tax on major categories of data-center equipment, including servers, cooling systems, electrical systems, generators, networking equipment, and even qualifying electricity purchases.

And that exemption can last 10 or 15 years

The regular Texas program requires only 20 qualifying permanent jobs and at least $200 million in capital investment.

CyrusOne has told us this Jack County project is expected to create a maximum of approximately 25 permanent jobs.

Not hundreds

Not even 40.

Approximately 25.

So this project appears positioned to meet the lower 20-job threshold for the Texas Qualified Data Center program.

And if this project is around $600 million in total investment, the scale of that state tax benefit can be enormous.

Just as an illustration, 6.25% of $600 million is $37.5 million.

Now, not every dollar of that $600 million would qualify, so I am not saying CyrusOne automatically gets a $37.5 million check.

But that calculation shows the scale we are talking about.

And the exemption can continue on qualifying equipment and electricity for years after construction is finished.

So when someone says, "Jack County is only giving them 15%," that is not the whole picture.

Texas may already be giving this project a multimillion-dollar state tax advantage.

Then CyrusOne comes to Jack County and asks us to give up another 15% of county property taxes on top of that.

That is the part citizens deserve to understand.

We are also being told this is a $500 million or $600 million project, as though that means Jack County receives $500 million or $600 million.

It does not.

Capital investment is not revenue coming into Jack County.

Money spent on servers from an out-of-state manufacturer is not local revenue.

Money spent on specialized cooling systems is not money going into the pockets of Jack County residents.

And the value of the facility does not tell us how much tax revenue this county actually keeps after state exemptions, local abatements, and depreciation.

What we do know is that CyrusOne is talking about approximately 25 permanent jobs.

Twenty-five jobs.

For a project worth hundreds of millions of dollars.

Not even 40.

Approximately 25.

So this project appears positioned to meet the lower 20-job threshold for the Texas Qualified Data Center program.

And if this project is around $600 million in total investment, the scale of that state tax benefit can be enormous.

Just as an illustration, 6.25% of $600 million is $37.5 million.

Now, not every dollar of that $600 million would qualify, so I am not saying CyrusOne automatically gets a $37.5 million check.

But that calculation shows the scale we are talking about.

And the exemption can continue on qualifying equipment and electricity for years after construction is finished.

So when someone says, "Jack County is only giving them 15%," that is not the whole picture.

Texas may already be giving this project a multimillion-dollar state tax advantage.

Then CyrusOne comes to Jack County and asks us to give up another 15% of county property taxes on top of that.

That is the part citizens deserve to understand.

We are also being told this is a $500 million or $600 million project, as though that means Jack County receives $500 million or $600 million.

It does not.

Capital investment is not revenue coming into Jack County.

Money spent on servers from an out-of-state manufacturer is not local revenue.

Money spent on specialized cooling systems is not money going into the pockets of Jack County residents.

And the value of the facility does not tell us how much tax revenue this county actually keeps after state exemptions, local abatements, and depreciation.

What we do know is that CyrusOne is talking about approximately 25 permanent jobs.

Twenty-five jobs.

For a project worth hundreds of millions of dollars

We have also been told CyrusOne will provide $1.5 million toward emergency services.

But a one-time contribution does not answer the long-term question.

This project could create additional demands on fire protection, EMS, law enforcement, roads, emergency management, specialized training, equipment, staffing, and mutual aid for years.

A fire station building does not staff itself.

It does not pay salaries.

It does not maintain trucks.

It does not replace equipment.

And it does not cover increased emergency-response costs for the next 10 or 15 years.

Before Jack County gives CyrusOne another layer of tax relief, CyrusOne should be required to prove that the county abatement is actually necessary.

Show us the project finances with and without the 15%.

Show us every state, county, city, utility, and tenant incentive connected to this project.

Show us how much the Texas state exemption is expected to save them.

Show us how much they have already invested in this location.

Show us whether the power connection, land, engineering, and future tenant arrangements are already tied to Jack County.

And show us the actual financial point where this project supposedly stops working without our 15%.

Because saying, "We might go somewhere else," is not proof.

It is a negotiating position.

We have already found CyrusOne projects where they moved forward without a local property-tax abatement.

We have even found a Texas project where CyrusOne withdrew its abatement request and continued moving forward.

So Jack County should stop acting like this 15% is automatically the price of admission.

The abatement is our leverage.

Do not give it away before requiring binding protections for fire, EMS, roads, noise, lighting, water, environmental monitoring, local hiring, local purchasing, emergency

We have also been told CyrusOne will provide $1.5 million toward emergency services.

But a one-time contribution does not answer the long-term question.

This project could create additional demands on fire protection, EMS, law enforcement, roads, emergency management, specialized training, equipment, staffing, and mutual aid for years.

A fire station building does not staff itself.

It does not pay salaries.

It does not maintain trucks.

It does not replace equipment.

And it does not cover increased emergency-response costs for the next 10 or 15 years.

Before Jack County gives CyrusOne another layer of tax relief, CyrusOne should be required to prove that the county abatement is actually necessary.

Show us the project finances with and without the 15%.

Show us every state, county, city, utility, and tenant incentive connected to this project.

Show us how much the Texas state exemption is expected to save them.

Show us how much they have already invested in this location.

Show us whether the power connection, land, engineering, and future tenant arrangements are already tied to Jack County.

And show us the actual financial point where this project supposedly stops working without our 15%.

Because saying, "We might go somewhere else," is not proof.

It is a negotiating position.

We have already found CyrusOne projects where they moved forward without a local property-tax abatement.

We have even found a Texas project where CyrusOne withdrew its abatement request and continued moving forward.

So Jack County should stop acting like this 15% is automatically the price of admission.

The abatement is our leverage.

Do not give it away before requiring binding protections for fire, EMS, roads, noise, lighting, water, environmental monitoring, local hiring, local purchasing, emergency response, ownership transfers, and decommissioning.

If CyrusOne truly needs this abatement, make them prove it.

And if Texas is already giving this project potentially millions of dollars in state tax relief, then Jack County taxpayers have every right to ask why we should give them even more.

Jack County should not be competing for the privilege of subsidizing one of the wealthiest investment networks in the world.

~~KKR Revenue is 1.2 bill.~~
~~Their Legal Budget is .25% - .45% = 3.5-5 mill Annually~~
~~+ it increases every year~~
~~so would ours~~

Joining upper Water Trinity

Commissioners, after Monday night's groundwater meeting, I went home and started checking the numbers.

And the situation is actually worse than what we were told.

Upper Trinity does not have a $2 million legal budget. Its entire amended 2026 operating budget is only about $2.1 million.

Out of that, only $175,000 is budgeted for legal fees and legislative consulting. By the end of March, it had already spent more than $75,000-almost 43 percent of that yearly amount in only three months.

Now look at what this one small district is being expected to regulate.

Upper Trinity already covers four counties: Hood, Wise, Parker, and Montague.

Hood County alone is facing eight planned data centers.

Wise County has multiple proposed or existing data-center projects, including the CyrusOne project near the Jack County line.

Parker County is already dealing with proposed data-center and power-generation development.

And Upper Trinity still has to protect Montague County while handling everything developing in the other three.

Now Jack County wants to join, while we are facing six or seven possible data centers of our own, along with solar fields, battery-storage facilities, wind projects, and power plants.

What happens when Hood County has an enforcement fight, Wise County has another, Parker County has another, and Jack County brings several more billion-dollar corporations into the same district?

How many simultaneous legal battles can a four-county groundwater district fight with only $175,000 budgeted for legal and legislative expenses?

Upper Trinity's rules also do not appear to establish a separate category for hyperscale data centers.

These are not restaurants, grocery stores, or family-owned businesses.

These are massive industrial campuses backed by corporations that can treat ordinary water-use charges, *penalties, and even lawsuits as another cost of doing business.*

Monday night, we were told that creating our own groundwater district could cost Jack County approximately $500,000 a year and take until 2028.

But earlier that same day, this court said almost anything could be negotiated through a Chapter 312 agreement.

Then negotiate this:

Require every data-center developer seeking an abatement to fund the creation and operation of Jack County's groundwater district.

Require them to pay for every hydrological study, ecological study, monitoring well, continuous meter, independent audit, and publicly accessible water-use record.

Require financial protection sufficient to repair damaged wells, provide replacement water, investigate violations, respond to emergencies, and enforce every condition placed upon them.

And none of that money should depend on a future promise to pay.

It must be paid upfront.

Require each developer to establish and fully fund an independently controlled Jack County water-protection *and enforcement account before any abatement is approved and before construction begins.*

That account must contain the full cost of establishing the district, conducting the studies, installing the monitoring systems, responding to emergencies, repairing damage, and enforcing the agreement.

Moments after Monday night's groundwater meeting, I went home and started checking the numbers.

And the situation is actually worse than what we were told.

Upper Trinity does not have a $2 million legal budget. Its entire amended 2025 operating budget is only about $2.7 million.

Out of that, only $175,000 is budgeted for legal fees and legislative consulting. By the end of March, it had already spent more than $75,000—almost 43 percent of that yearly amount in only three months.

Now look at what this one small district is being expected to regulate.

Upper Trinity already covers four counties: Hood, Wise, Parker, and Montague.

Hood County alone is facing eight planned data centers.

Wise County has multiple proposed or existing data-center projects, including the [illegible] project near the Jack County line.

Parker County is already dealing with proposed data center and power-generation development.

And Upper Trinity still has to protect Montague County while handling everything developing in the other three.

Now Jack County wants to join, while we are facing six or seven possible data centers of our own, along with solar fields, battery-storage facilities, wind projects, and power plants.

What happens when Hood County has an enforcement fight, Wise County has another, Parker County has another, and Jack County brings several more billion-dollar corporations into the same district?

How many simultaneous legal battles can a four-county groundwater district fight with only $175,000 budgeted for legal and legislative expenses?

Upper Trinity's rules also do not appear to establish a separate category for hyperscale data centers.

These are not restaurants, grocery stores, or family-owned businesses.

These are massive industrial campuses backed by corporations that can treat ordinary water-use charges, penalties, and even lawsuits as another cost of doing business.

Monday night, we were told that creating our own groundwater district could cost Jack County approximately $500,000 a year and take until 2026.

But earlier that same day, this court said almost anything could be negotiated through a Chapter 312 agreement.

Then negotiate this:

Require every data-center developer seeking an abatement to fund the creation and operation of Jack County's groundwater district.

Require them to pay for every hydrological study, ecological study, monitoring well, continuous meter, independent audit, and publicly accessible water-use record.

Require financial protection sufficient to repair damaged wells, provide replacement water, investigate violations, respond to emergencies, and enforce every condition placed upon them.

And none of that money should depend on a future promise to pay.

It must be paid upfront.

Require each developer to establish and fully fund an independently controlled Jack County water-protection and enforcement account before any abatement is approved and before construction begins.

That account must contain the full cost of establishing the district, conducting the studies, installing the monitoring systems, responding to emergencies, repairing damage, and enforcing the agreement.

The agreement must also give Jack County the right to draw from that account for clearly defined contractual damages, groundwater overuse charges, emergency response, replacement water, damaged-well remediation, independent testing, investigations, expert witnesses, and legal enforcement caused by the developer's failure to comply.

Jack County should not have to spend taxpayer money and file a lawsuit just to obtain funds that were *supposedly promised for our protection.*

The agreement should clearly define each violation, how it will be documented, the amount owed or the formula used to calculate it, and any limited notice or opportunity to correct the problem.

Once those requirements are met, the county must be authorized to draw the money directly from the account.

And every dollar withdrawn must be replenished immediately-within a strict number of days.

Failure to replenish the account should trigger automatic consequences, including loss or recapture of the abatement and every other remedy legally available under the agreement.

The legal-enforcement portion of that account cannot be an arbitrary fixed amount.

It should remain funded at no less than the greater of a substantial minimum amount, the independently *verified legal-defense capacity of the developer and its parent companies, or the amount identified by an* independent groundwater and enforcement risk assessment.

If the company's legal and financial capacity increases, the protection required for Jack County must increase with it.

If money is withdrawn because the company violated the agreement, the company must immediately restore *the account to its full required balance.*

Because a promise is not protection if Jack County cannot afford to enforce it.

And a contract is not protection if a corporation can spend millions fighting while the county is forced to decide whether it has enough money to respond.

But groundwater is not the only risk these agreements must address.

The Bear Hollow Fire near Wizard Wells began Monday evening. Within hours, it had already burned roughly 400 acres and was only about 15 percent contained. It later grew to approximately 900 acres while local departments, mutual-aid agencies, and the Texas A&M Forest Service worked to secure it.

That is the reality of wildfire in Jack County.

A fire does not care where one property line ends and another begins.

And if a fire starts at one of these massive industrial campuses, Jack County's departments will be expected to respond.

Most of our departments depend heavily on volunteers, limited equipment, and mutual aid.

A one-time $1.5 million contribution is not a long-term emergency-response plan.

It may help build or equip one station, but it does not pay for decades of staffing, specialized training, replacement trucks, maintenance, emergency water supplies, hazardous-material response, mutual aid, wildfire suppression, or the increased demands created every time another building comes online.

Every Chapter 312 agreement must therefore require a separate, independently controlled emergency-response and wildfire-protection account funded before construction begins.

That *account must cover the equipment selected by our fire departments, initial and recurring specialized* training, staffing needs, vehicle replacement, maintenance, emergency water storage, mutual-aid costs, hazardous-material response, evacuation expenses, environmental testing, and every reasonable expense caused by an incident at that facility.

The agreement must also give Jack County the right to draw from that account for clearly defined contractual damages, enforcement costs, emergency response, replacement water, damaged-well remediation, independent testing, investigations, expert witnesses, and legal enforcement caused by the developer's failure to comply.

Jack County should not have to spend taxpayer money and file a lawsuit just to obtain funds that were supposedly provided for our protection.

The agreement should clearly define each violation, how it will be documented, the amount owed or the formula used to calculate it, and any limited notice or opportunity to correct the problem.

Once those requirements are met, the county must be authorized to draw the money directly from the account.

And every dollar withdrawn must be replenished immediately within a strict number of days.

Failure to replenish the account should trigger automatic consequences, including loss or recapture of the abatement and every other remedy legally available under the agreement.

The legal-enforcement portion of that account cannot be an arbitrary fixed amount.

It should remain funded at no less than the greater of a substantial minimum amount, the independently verified legal-defense capacity of the developer and its parent companies, or the amount identified by an independent groundwater and enforcement risk assessment.

If the company's legal and financial capacity increases, the protection required for Jack County must increase with it.

If money is withdrawn because the company violated the agreement, the company must immediately restore the account to its full required balance.

Because a promise is not protection if Jack County cannot afford to enforce it.

And a contract is not protection if a corporation can spend millions fighting while the county is forced to decide whether it has enough money to respond.

But groundwater is not the only risk these agreements must address.

The Bear Hollow Fire near Wizard Wells began Monday evening. Within hours, it had already burned roughly 400 acres and was only about 15 percent contained. It later grew to approximately 900 acres while local departments, mutual-aid agencies, and the Texas A&M Forest Service worked to secure it.

That is the reality of wildfire in Jack County.

A fire does not care where one property line ends and another begins.

And if a fire starts at one of these massive industrial campuses, Jack County's departments will be expected to respond.

Most of our departments depend heavily on volunteers, limited equipment, and mutual aid.

A one-time $175 million contribution is not a long-term emergency-response plan.

It may help build or equip one station, but it does not pay for decades of staffing, specialized training, replacement trucks, maintenance, emergency water supplies, hazardous material response, mutual aid, wildfire suppression, or the increased demands created every time another building comes online.

Every Chapter 312 agreement must therefore require a separate, independently controlled emergency-response and wildfire-protection account funded before construction begins.

That account must cover the equipment selected by our fire departments, initial and recurring specialized training, staffing needs, vehicle replacement, maintenance, emergency water storage, mutual aid costs, hazardous material response, evacuation expenses, environmental testing, and every reasonable expense caused by an incident at that facility.

The developer must also be required to complete and fund an independent fire-risk and wildfire-spread assessment before construction.

That assessment must address backup generators, fuel storage, high-voltage equipment, battery systems, access roads, emergency shutoffs, on-site water supplies, defensible space, vegetation management, evacuation routes, and the risk of fire escaping into neighboring ranches and communities.

The agreement must require automatic increases in the emergency-response fund whenever the campus expands, additional buildings become operational, new fuel or battery systems are installed, or an updated risk assessment identifies greater danger.

And it must cover damages beyond the company's property.

If a fire originating at one of these facilities spreads and damages homes, ranches, barns, livestock, fencing, *crops, timber, vehicles, roads, utilities, or other property, residents should not be forced to spend years* fighting a multibillion-dollar corporation for compensation.

The company must carry sufficient liability and environmental coverage, backed by financial assurance that Jack County can access when clearly defined contractual requirements are met.

Any money drawn for emergency response, cleanup, verified damages, or enforcement must be replenished *within a strict number of days.*

Failure to replenish it must trigger loss or recapture of the abatement and every other remedy legally available under the agreement.

Why should Jack County taxpayers spend $500,000 every year building a groundwater-protection system and then also shoulder the continuing fire-response burden created by corporations asking those same taxpayers for tax abatements?

If these projects are as beneficial and financially secure as we keep being told, then they can afford to pay upfront for every protection their arrival makes necessary.

Do not accept one-time donations and call that long-term protection.

Do not make Jack County dependent upon an already stretched multi-county groundwater district and volunteer fire departments while billion-dollar corporations receive tax breaks.

Use the leverage you keep telling us this county has.

Require the industries creating these risks to fully fund the protections, place that money beyond their control in independently managed Jack County accounts, give the county clearly defined authority to draw from those accounts when violations or emergencies occur, and require every dollar to be immediately replenished.

Put every one of those protections into the Chapter 312 agreement before a single abatement is approved.

Mary Sandberg

KKR Revenue is 1.2 Bil annual legal Budget is .25-.45% for industry standards = 3.5 to 5.5 Anually an increases as the revenue increases = 1 more Center more Revenue more legal Budget