



September 1, 2022

NOTICE OF COMMISSIONER'S COURT MEETING

Notice is hereby given that the Erath county Commissioner's Court will meet in Special Session on Tuesday, September 6, 2022 at 9:00 a.m. in the 2nd floor Commissioner's Courtroom at the Erath County Courthouse, Stephenville, Texas to consider the following agenda items for discussion and possible action:

1. Pledge of Allegiance
2. Public Comments
3. Discussion and action to approve Commercial Lease Agreement for the Juvenile probation building for 9/1/22-8/31/23.
4. Discussion and action to approve increase in requested amount to \$25,000.00 for Meals on Wheels annual budget. (Elizabeth Johnson)
5. Discussion and action to approve re-appointment of Dr. Reginald Hall as Trustee for Pecan Valley Centers for Behavioral & Developmental Health Care for a 2-year term 9/1/22-8/31/24.
6. Discussion and action to accept and file Official Bond and Oath for Jennifer Carey, Bond No.62471437 in the amount of \$50,000.
7. Discussion and action to accept and file Official Bond and Oath for Jennifer Carey, Bond No.62466697 in the amount of \$50,000.
8. Precinct 1 request permission to go out for bids for a used John Deere 7330 Tractor. (Dee Stephens)
9. Precinct 1 request permission to travel to Pauls Valley Oklahoma to inspect a used John Deere Tractor. (Dee Stephens)
10. Public Hearing to consider the proposed actions of the Erath County Commissioners' Court concerning the adoption of subdivision regulations, Takings Impact Assessment and to receive public comment on said proposed actions.
11. Closed Executive Session in Accordance with the Open Meeting Act, *Tex. Govt. Code 551.071 through 551.086*, to discuss:
 - a. Personnel
 - b. Legal Matter
 - c. Real Estate
 - d. Reconvene
12. Discuss any new business.
13. Adjourn.

POSTED

A.M. 12:03 P.M.

SEP 01 2022

GWINDA JONES, COUNTY CLERK
ERATH COUNTY, TEXAS

By CW Deputy

Commissioner's Court
Special Meeting
September 6, 2022
9:00 a.m.
Courthouse – County Courtroom

Present:

Commissioner Precinct #1 – Dee Stephens - Present

Commissioner Precinct #2 – Albert Ray - Present

Commissioner Precinct #3 – Joe Brown - Present

Commissioner Precinct #4 – Jim Buck - Present

County Judge, Alfonso Campos – Absent Meeting presided by Commissioner Brown

County Clerk, Gwinda Jones

Others present in the courtroom: See attached roster

Agenda Item #1 Pledge of Allegiance

Agenda Item #2 Public Comments

Agenda Item #3 Discussion and action to approve Commercial Lease Agreement for the Juvenile probation building for 9/1/22-8/31/23. Number 2022-264

Motion: To approve Juvenile Probation Lease 9-1-22/8-31-23

Made By: Commissioner Ray

Second By: Commissioner Stephens

Ayes: Stephens X Ray X Brown X Buck X Judge Campos

Noes: None

Motion Carried

Agenda Item #4 Discussion and action to approve increase in requested amount to \$25,000.00 for Meals on Wheels annual budget. (Elizabeth Johnson) Number 2022-265

Motion: To approve increase for Meals on Wheels to \$25,000

Made By: Commissioner Stephens

Second By: Commissioner Ray

Ayes: Stephens X Ray X Brown X Buck X Judge Campos

Noes: None

Motion Carried

Agenda Item #5 Discussion and action to approve re-appointment of Dr. Reginald Hall as Trustee for Pecan Valley Centers for Behavioral & Developmental Health Care for a 2-year term 9/1/22-8/31/24. Number 2022-266

Motion: To reappoint Dr. Reginald Hall at Trustee for Pecan Valley for 2 years

Made By: Commissioner Stephens

Second By: Commissioner Ray

Ayes: Stephens X Ray X Brown X Buck X Judge Campos

Noes: None

Motion Carried

Agenda Item #6 Discussion and action to accept and file Official Bond and Oath for Jennifer Carey, Bond No.62471437 in the amount of \$50,000. Number 2022-267

Motion: To approve the bond for Jennifer Carey for \$50,000 for Gordon School District

Made By: Commissioner Ray

Second By: Commissioner Stephens

Ayes: Stephens X Ray X Brown X Buck X Judge Campos

Noes: None

Motion Carried

Agenda Item #7 Discussion and action to accept and file Official Bond and Oath for Jennifer Carey, Bond "No.62466697 in the amount of \$50,000.

Number 2022-268

Motion: To approve the bond for Jennifer Carey for \$50,000 for Santo School District

Made By: Commissioner Stephens

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos

Noes: None

Motion Carried

Agenda Item #8 Precinct 1 request permission to go out for bids for a used John Deere 7330 Tractor. (Dee Stephens)

Number 2022-269

Motion: To allow Precinct 1 to go out for bids for used John Deere 7330 Tractor

Made By: Commissioner Ray

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos

Noes: None

Motion Carried

Agenda Item #9 Precinct 1 request permission to travel .to Pauls Valley Oklahoma to inspect a used John Deere Tractor. (Dee Stephens)

Number 2022-270

Motion: To allow Precinct 1 to go out of state to purchase and inspect used John Deere tractor (Pauls Valley, OK)

Made By: Commissioner Ray

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos

Noes: None

Motion Carried

Agenda Item #10 Public Hearing to consider the proposed actions of the Erath County Commissioners' Court concerning the adoption of subdivision regulations, Takings Impact Assessment and to receive public comment on said proposed actions

Held Public Hearing, Taking Impact Assessment and took public comment

Charlie Gillespie spoke

Jeff Hunter spoke

Agenda Item #11 Closed Executive Session in Accordance with the Open Meeting Act. Tex. Govt. Code 551.071 through 551.086, to discuss:

a. Personnel

b. Legal Matter

c. Real Estate

d. Reconvene

*Closed Session Not Needed

Agenda Item #12 Discuss any new business.

Burn Ban / No action

Agenda Item #13 Adjourn.

Motion To Adjourn:

Made By: Commissioner Buck

Second By: Commissioner Ray

All Ayes Meeting Adjourned At 9:56 a.m.

STATE OF TEXAS

COUNTY OF ERATH

The above and foregoing is a true and complete copy of the minutes taken in my capacity as County Clerk of the Commissioners Court of Erath County, Texas, at the time and place heretofore set forth.

DATED at Stephenville, Texas, this 6th day of September, 2022.

ATTESTED BY:

GWINDA JONES, Erath County Clerk

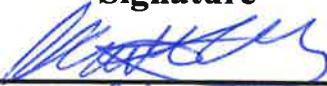
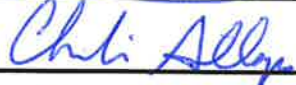
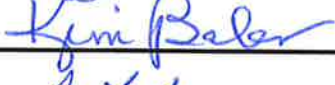
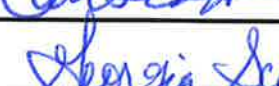
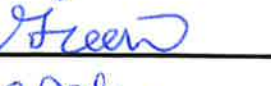
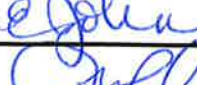
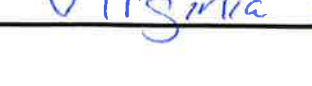
A handwritten signature in black ink, reading "Gwinda Jones", written over a horizontal line.



ERATH COUNTY COMMISSIONER'S COURT

100 W Washington,
2nd Floor Courtroom, Erath County Courthouse
Stephenville TX 76401

Attendees on Meeting Date: Sept 6, 2022

Printed Name	Signature	Email	Phone
Mark Cortez			
Charlie Gillispie			
Jeff Hunter			
Kim Baker			
Rick Garn			
Jennifer Carey			
Carrie Sackitt			
Georgia Scott			
PATRICIA TARRO			
Vincent Parro			
Charles Smith			
Colton Green			
Elizabeth Johnson			
Chad Alexander			
Virginia Abel			

Attendees on Meeting Date: _____, 2022 (Page 2)

Kimberly Bassier	Kimberly Bassier
Patrick Wagner	Tate By
Angie Shauver	Angie Shauver
Hunter Petsch	Hunter Petsch
Thy	Dan Thy
Raige Houser	Raige Houser
Cody Powers	Cody Powers

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is entered into between Wade Rust and Shannon Rust ("Landlord") and Erath County Juvenile Probation Board ("Tenant").

Tenant offers to rent from owner the premises situated in the City of Stephenville, County of Erath, State of Texas, described as: 1011 North Graham Street, Stephenville, Erath County, Texas, upon the following terms and conditions:

1. TERM: The term will commence on 9/1/2022, and continue [~~X~~] LEASE – until 8/31/2023, for a total rent of \$18,000.
2. RENT: Rent will be \$1,500.00, per month, payable in advance, upon the 1ST day of each calendar month to Owner or its authorized agent, at the following address: 524 Private Road 1709, Gordon, Texas 76453 or at such other places as may be designated by Owner from time to time. In the event rent is not paid within **10 (TEN) days** after due date, tenant agrees to pay a late charge of **\$25.00 (TWENTY-FIVE AND NO/DOLLARS)**. Tenant further agrees to pay **\$25.00 (TWENTY-FIVE AND NO/DOLLARS)** for each dishonored bank check. The late charge period is **NOT** a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charges will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
3. TERMINATION: In the event funds become unavailable for the payment of obligations hereunder, at Tenant's option, Tenant may cancel this Lease on thirty (30) days written notice to Landlord of its intent to vacate the premises.
4. UTILITIES: Tenant will be responsible for the payment of all utilities.
5. USE: The premises will be used exclusively as a commercial office and storage building to be used in any lawful manner by tenant.
6. ORDINANCES AND STATUTES: Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his/her legal rights.
7. ASSIGNMENT AND SUBLETTING: Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.
8. MAINTENANCE, REPAIRS, OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated Tenant will, at his/her own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, smoke detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Notwithstanding the foregoing, Tenant will only be responsible for the first \$500 per occurrence for the failure, if any, of the air conditioning and heating system. Tenant will be responsible for damages caused by his/her/its negligence and that of his/her invitees and guests. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's

exclusive use. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building. Owner will be responsible for the cost of any retrofitting required by governmental agencies.

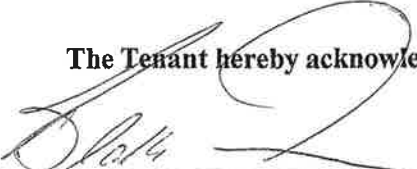
9. INVENTORY: The monthly lease payment includes the use of furniture owned by the Landlord on the leased premises. Tenant will keep the furnishings and equipment in good condition and repair and will be responsible for any damage to them other than normal wear and tear.
10. DAMAGES TO PREMISES: If the premises are damaged by fire or from any other cause which renders the premises untenantable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within *fifteen (15) days after occurrence* of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant then rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, then Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises. Notwithstanding anything to the contrary in this paragraph, if the damage or destruction occurs as a result of the negligence of Tenant or his/her invitees, the Owner may retain any prepaid rent and unused security deposit and Tenant shall be responsible for the full amount of the damage or destruction and any lost rent resulting therefrom.
11. INVENTORY AND INSPECTION: Owner will have the right to enter premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior notice to Tenant.
12. INDEMNIFICATION: Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the gross negligence or willful misconduct of Owner, his/her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by gross negligence or willful misconduct of Owner, his/her agents or employees. It is understood that Owner's insurance does not cover Tenant's personal property or improvements. B.T.
13. DEFAULT: If Tenant fails to pay rent when due, or perform any provision of this Agreement, after not less than *three (3) days* written notice of such default given in the manner required by law, the Owner, at his/her option, may terminate all rights of Tenant, unless Tenant, within said times, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to: (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due,

provided that Owner's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he/she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

14. SECURITY: No security deposit will be required.
15. WAIVER: Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his/her right to enforce any provision of this Agreement.
16. NOTICES: Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, certified to Tenant at the premises or to Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
17. HOLDING OVER: Any holding over after expiration of this Agreement, with the consent of Owner, will be month-to-month tenancy at a monthly rent of **\$1,500.00** payable in advance and otherwise subject to the terms of this Agreement.
18. TIME: Time is of the essence of this Agreement.
19. ATTORNEY'S FEES: In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees.
20. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties.

The Tenant hereby acknowledges receipt of a copy of this Agreement.



Tenant
Erath County Juvenile Probation Board *Chair*

8/25/22

Date



Agent for Landlord
524 Private Road 1709
Gordon, TX 76453

7-14-22

Date



PECAN VALLEY CENTERS
FOR BEHAVIORAL & DEVELOPMENTAL HEALTHCARE

5
Executive Director
Coke Beatty

August 17, 2022

The Honorable Judge Campos
Erath County Judge
100 W Washington
Stephenville, TX 76401

Your Honor:

Our records indicate Dr. Reginald Hall's term as Trustee for Pecan Valley Centers for Behavioral and Developmental HealthCare will expire August 31, 2022.

Dr. Hall was contacted and has agreed to serve another 2-year term.

In order to comply with standard state policy, we need confirmation of her reappointment to serve September 1, 2022, through August 31, 2024. We ask that this be placed on the agenda for the next Commissioners Court meeting.

We will need a copy of the minutes from the Commissioners Court for our records, or a letter from our office confirming her reappointment.

We sincerely appreciate your assistance and continued support for our programs.

Sincerely,

Coke Beatty
Executive Director

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Erath } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 62471437

That we, Jennifer Carey, 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 ¹Commissioners Court, his successors in office,
in the sum of ²Fifty Thousand and 00/100 DOLLARS (\$50,000.00),
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 August, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the _____ day of _____, _____, duly elected
(Elected—Appointed)
to the office of County Assessor-Collector in and for ³Erath County, State of Texas, for
a term of one year commencing on the 13th day of September, 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
faithful performance of the person's duties as assessor-collector

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.


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

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

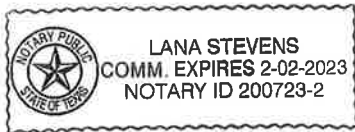
County of ERATH

ss

Before me, _____ on this day, personally appeared JENNIFER CAREY, 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 STEPHENVILLE, Texas, this 25 day of AUGUST 2022.

SEAL



Lana Stevens
Erath 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

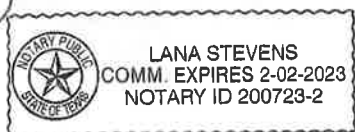
OATH OF OFFICE
(General)

I, JENNIFER CAREY, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of TAX ASSESSOR-COLLECTOR, 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 Jennifer Carey

Sworn to and subscribed before me at Stephenville, Texas, this 25th day of August 2022.

SEAL



Lana Stevens
Erath County, Texas

THE STATE OF TEXAS

County of Era

ss

The foregoing bond of Jennifer Carey as
Tax Assessor in and for Era County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Date

9/7

2022

Clerk

County Court

Era

County

County Judge,

County, Texas

THE STATE OF TEXAS

County of _____

ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ 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 _____,
Texas, the day and year last above written.

Clerk

By _____ Deputy _____ County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

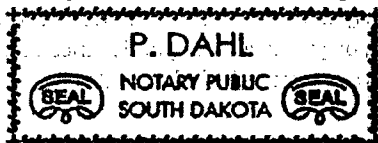
STATE OF SOUTH DAKOTA

ss

County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 5th day of August,

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.



My Commission Expires June 18, 2025

P. Dahl

Notary Public

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 County Assessor-Collector (County Bond) Gordon ISD

bond with bond number 62471437

for Jennifer Carey

as Principal in the penalty amount not to exceed: \$50,000.00.

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 August, 2022.

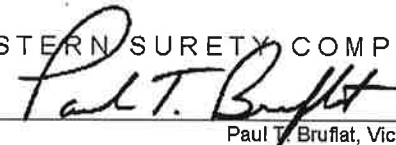
ATTEST



P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By



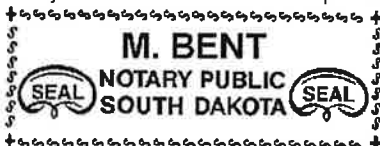
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 5th day of August, 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

Notary Public



To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Erath

} ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 62466697

That we, Jennifer Carey, 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 Commissioners Court, his successors in office,
in the sum of Fifty Thousand and 00/100 DOLLARS (\$50,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by
these presents.

Dated this 4th day of August, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the _____ day of _____, _____, duly Elected
(Elected—Appointed)
to the office of County Assessor-Collector in and for Erath County, State of Texas, for
a term of One year commencing on the 13th day of September, 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
faithful performance of the person's duties as assessor-collector.

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.

Jennifer Carey Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

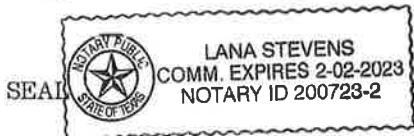
THE STATE OF TEXAS

County of ERATH

SS

Before me, _____ on this day, personally appeared JENNIFER CAREY, 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 STEPHENVILLE, Texas, this 25 day of AUGUST 2022.



Lana Stevens
Erath 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

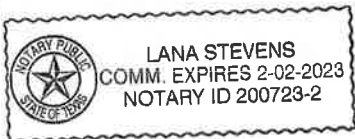
OATH OF OFFICE
(General)

I, JENNIFER CAREY, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of TAX ASSESSOR-COLLECTOR, 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 Jennifer Carey

Sworn to and subscribed before me at Stephenville, Texas, this 25th day of August, 2022.

SEAL



Lana Stevens
Erath County, Texas

THE STATE OF TEXAS

County of Erath } ss

The foregoing bond of Jennifer Carey as
Tax Assessor in and for Erath County County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

[Signature] Clerk
County Court Erath County

Date Sept 7 202
[Signature] County Judge,
Erath County, Texas

THE STATE OF TEXAS

County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ 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 _____,
Texas, the day and year last above written.

Clerk

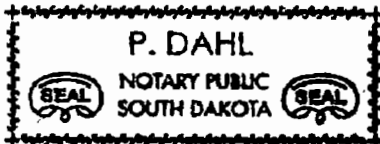
By _____ Deputy

County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 4th day of August,
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.



My Commission Expires June 18, 2025

[Signature]
Notary Public

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 number: _____

One County Assessor-Collector (County Bond) School District of Santo Isd

bond bound unto 62466697

for Jennifer Carey

as Principal in the penalty amount not to exceed: \$50,000.00.

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 4th day of August,
2022.

ATTEST

P. Leitheiser

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President



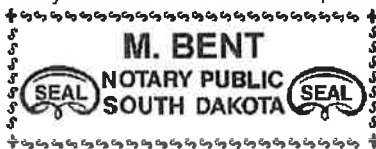
STATE OF SOUTH DAKOTA }

COUNTY OF MINNEHAHA }

ss

On this 4th day of August, 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.



M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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.

Aug 11, 2022
Aug 18, 2022
Aug 25, 2022

SEP

September 5, 2022 at 9 a.m. CST
September 11, 2022 at 9 a.m. CST

Auction ID # 095294

Unit #E36 - Rene Stewart

5x10 unit contains numerous totes of unknown contents.

beginning September 9, 2022
Ending September 11, 2022

Auction ID #

Unit #76 - Me

The 10x10 unit contains a ma
dining chairs and numerous to

Public Notice

PUBLIC NOTICE OF HEARINGS REGARDING INTENTION OF ERATH COUNTY TO CONSIDER AND ADOPTION OF PROPOSED REGULATION OF SUBDIVISIONS AND TAKINGS IMPACT ASSESSMENT

Pursuant to Chapter 232 of the Texas Local Government Code, and Chapter 2007 of the Texas Government Code, notice is hereby given regarding the intention of Erath County, Texas, acting by and through its Commissioners Court to conduct a public hearing on Tuesday, September 6, 2022, at 9:00 AM in the Commissioners' Courtroom located at the Erath County Courthouse, 100 W Washington St., Stephenville, Texas 76401. The purpose of the hearing is to consider the proposed actions of the Erath County Commissioners' Court concerning the adoption of subdivision regulations, Takings Impact Assessment and to receive public comment on said proposed actions.

The proposed subdivision regulations have been prepared in general to aid in the orderly development of Erath County, Texas, and provide guidelines which will lead to a desirable environment. Specifically, they have been prepared for the following purposes:

- To furnish the Owner with guidance and assistance in the expedient preparation and approval of his or her plat.
- To protect the citizens of Erath County by providing subdivision and development guidelines for residential, commercial and industrial subdivisions.
- To provide for the welfare of the public by providing guidelines for the locations, design and construction of roadways, roadway intersections, drainage improvements and other features that provide for the safety of the general public.
- To provide for the proper arrangement and construction of roads, and to ensure the proper relationship of roads to existing or planned roads.
- To ensure adequate access for emergency response vehicles.
- To ensure that Erath County will not be burdened with substandard roads in the future.

As required by §2007.043 of the Texas Government Code, a Takings Impact Assessment of the proposed regulations is required. An assessment, using the analysis outlined by the Texas Attorney General, will be conducted by the Erath County Commissioner's Court to determine if the adoption of these regulations constitute an unconstitutional taking of real property, as defined by §2007.002 of the Texas Government Code.

The proposed subdivision regulations are available for review on the Erath County website:

<https://www.co.erath.tx.us/DocumentCenter/View/3123/Proposed-Erath-County-Subdivision-Regulations---20220913--With-County-Maintenance>

Any persons interested in expressing their views on the takings impact assessment or the proposed subdivision ordinance are encouraged to attend the public hearing.