

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

Notice is hereby given that a regular meeting of the above named Commissioners Court will be held on Monday, the 14<sup>th</sup> day of August 2023 at 09:00 A.M., at 101 N. Minter , Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Read and approve minutes of previous meeting.
3. Hospital reports/approve hospital bills.
4. Citizens Comments.
5. Discuss and take any action on approving bond on Dede Smith.
6. Discuss and take any action on imposition or removal of optional TxDMV fees for 2024.
7. Discuss and take any action to approve repair of firearm damaged by Deputy.
8. Discuss and take any action on TIPS Interlocal Agreement.
9. Discuss and take any action on appointing a Throckmorton County Sheriff.
10. Budget Workshop
11. Elected officials report.
12. Approve and pay bills.
13. Executive Session pursuant to Texas Government Code
  - A. 551.071: Consultation with attorney
  - B. 551.072: Deliberation regarding real property
  - C. 551.073: Deliberation regarding a prospective gift
  - D. 551.074: Personnel matters: Sheriff
14. Adjourn.

Commissioners Court of Throckmorton County, Texas

*Kayley Briles*  
Agenda Clerk

FILED FOR RECORD  
at 8:10 o'clock am

AUG 11 2023  
*Deanne Moore*  
CLERK COURT  
THROCKMORTON, TX

## COMMISSIONER'S COURT

### Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 14th day of August, 2023, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Casey Wells, Commissioner Pct. 1

Kasey Hibbitts, Commissioner Pct. 2

Greg Brockman, Commissioner Pct. 3

Klay Mitchell, Commissioner Pct. 4

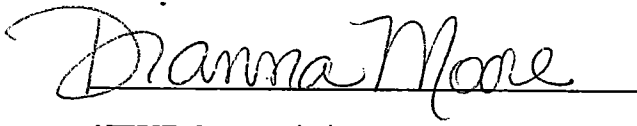
Caleb Hodges, County Judge

Dianna Moore, County Clerk

Others present: Michelle Clark, Bobby Thompson, see sign in sheet.

1. Caleb Hodges called meeting to order at 9:00 A.M. and welcomed guest.
2. Minutes from the previous meeting were reviewed. Casey Wells made the motion with Greg Brockman seconding to approve the minutes. Motion carried 5-0. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve the minutes from the special meeting. Motion carried 5-0.
3. Kirby Gober presented the Hospital bills to the court. He stated the bills were in the amount of \$183,274.51 and that it was a routine month. Caleb Hodges made the motion with Kasey Hibbitts seconding to approve the report and pay the bills. Motion carried 5-0.
4. Citizen's Comments: Marie Garrett addressed the court regarding the appointment of the Sheriff. Dave Davis and Glen Whitfield also spoke regarding the appointment.
5. Casey Wells made the motion with Klay Mitchell seconding to approve the bond on Dede Smith. Motion carried 5-0.
6. Caleb Hodges made the motion with Casey Wells seconding to leave the TxDMV fees for 2024 as is. See attached. Motion carried 5-0.
7. Klay Mitchell made the motion with Kasey Hibbitts seconding to get estimates to repair the firearm that was damaged by the deputy. Motion carried 5-0.
8. Casey Wells made the motion with Greg Brockman seconding to sign the TIPS Interlocal Agreement. See attached. Motion carried 5-0.
9. Casey Wells made the motion with Klay Mitchell seconding to appoint Glen Whitfield as Throckmorton County Sheriff. Motion carried 5-0.
10. Budget Workshop was held.
11. Elected Officials Report: Klay Mitchell stated that his employee Rafe Foreman has quit.
12. The bills were reviewed. Caleb Hodges made the motion with Klay Mitchell seconding to approve and pay the bills. Motion carried 5-0.
13. Caleb Hodges made the motion with Klay Mitchell seconding to move into Executive Session at 9:21 am. Motion carried 5-0. Caleb Hodges made the motion with Kasey Hibbitts seconding to move out of Executive Session and back into regular meeting at 9:41 am. Motion carried 5-0.
14. Casey Wells made the motion and seconded by Kasey Hibbitts to adjourn at 10:59 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 28<sup>th</sup> day of August, 2023.

A handwritten signature in cursive script, reading "Dianna Moore", written over a horizontal line.

ATTEST: County Clerk

A handwritten signature in cursive script, reading "C. Hodges", written over a horizontal line.

County Judge

Commissioner's Ct.  
August 14, 2023 @ 9:00 am

Please Print your name

1. Charles Porter
2. Gloria Porter
3. Kim Bundy
4. Darla Batchler
5. Jim Batchler
6. William Little
7. Jori Leverton
8. ~~Kung Lee Evans~~
9. Ricky Escalon
10. Brady Miller
11. Chad Overton TXDP
12. ~~J. B. B.~~
13. ~~Leide Evans~~ Tribune
14. Camdon Moses
15. Lester Moses
16. CHARLES Ume
17. Britnee Woods
18. Marie Garrett
19. ~~Jeff Shortman~~
20. Hannah Foster
21. Kena Whitfield
22. Steve Whitfield
23. Kelly Hodges
24. Brandon Jackson
25. ~~Alvin Jackson~~
26. Steve Barnes ~~JB~~
27. B... Ad

34. Tony McDonald
35. Gess; McDonald
36. Glen Whitfield
37. Ashley Gray
38. ~~Paul Davis~~
39. Kinsi Voss
40. Taylor Wells
41. ~~Ruby Thompson~~
42. Silvia Contreras
43. Danny Whitfield
44. ~~Tina Whitfield~~
45. Brenda Rankin
46. Kevin Noell
47. Anastasia Edmonson
48. SA Zella
49. Valerie Latham
50. David & clay Penta
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SF



PO Box 5077 Sioux Falls SD 57117-5077

August 02, 2023

1-800-331-6053

Fax 1-605-335-0357

[www.cnasurety.com](http://www.cnasurety.com)

DEDE K. SMITH  
P. O. Box 549  
Throckmorton, TX 76483

File # 71830712  
DEDE K. SMITH

\$50,000.00  
Company Code: 0601  
Written By: WESTERN SURETY COMPANY  
CHIEF APPRAISER THROCKMORTON COUNTY

Enclosed is your renewal certificate. To continue your bond coverage and keep it in force, you must file this renewal document with the county of Throckmorton.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71830712 briefly described as CHIEF APPRAISER THROCKMORTON COUNTY,  
for DEDE K. SMITH,  
as Principal,  
in the sum of \$ FIFTY THOUSAND AND NO/100 Dollars, for the term beginning September 01, 2023, and ending September 01, 2024, 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 2nd day of August, 2023.

WESTERN SURETY COMPANY

By



Larry Kasten, Vice President



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

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](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto: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](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto: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.



## Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

July 17, 2023

Re: Imposition of Optional Fees for Calendar Year (CY) 2024

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1 with new fees taking effect on January 1 of the following year. This letter and attachments will provide information on how to submit the Calendar Year (CY) 2024 notification to TxDMV. The following is a brief description of the optional county fees from Chapter 502 of the Transportation Code:

**County Road and Bridge Fee (Section 502.401):**

- May not exceed \$10; and
- Revenue must be credited to the county road and bridge fund.

**Child Safety Fee (Section 502.403):**

- May not exceed \$1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

**Transportation Project Fee (Section 502.402):**

- Applies to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties **ONLY**;
- May not exceed \$10 for Bexar, El Paso, and Hidalgo counties;
- May not exceed \$20 for Brazos, Cameron, and Webb counties; and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2024, please select OPTION A. If your county will change imposed fees, please select OPTION B and include a copy of a commissioners court order reflecting the specific changes.

**DEADLINE:** Please return the form and commissioners court order, if applicable, by Friday, September 1, 2023, by email to: [DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov) (note the underscore between DMV and Optional).

If you have any questions, please contact Maureen Vale, Registration Services, at 512-465-5601. Thank you for your timely response.

Sincerely,

Annette Quintero, Director  
Vehicle Titles and Registration Division  
Texas Department of Motor Vehicles

AQ:CT:MV

Attachments

cc: County tax assessor-collectors




## Imposition of Optional Fees Calendar Year (CY) 2024

**INSTRUCTIONS:** All counties must complete and return this form to the TxDMV via email to: [DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov)

Please submit at your earliest convenience, but no later than **Friday, September 1, 2023.**

**COUNTY NAME:** \_\_\_\_\_

**SELECT ONLY ONE OPTION BELOW:**

☐ **OPTION A – No change.** This county will charge the same fees in CY 2024.   
*Submit this form to TxDMV. A copy of a commissioners court order is NOT required.*

**OR**

☐ **OPTION B – The commissioners court has approved fee changes for CY 2024.**  
*Submit this form and a copy of the commissioners court order to TxDMV.*  
Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.  
CY 2024 fees to be collected by your county:

Road and Bridge Fee: \$ \_\_\_\_\_

Child Safety Fee: \$ \_\_\_\_\_

Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only): \$ \_\_\_\_\_

**Total fee amount to be collected in CY 2024:** \$ \_\_\_\_\_

**For OPTION B, submit this form and a copy of the court order to TxDMV.**

*We appreciate your response. Thank you.*

	<b>August 14, 2023</b>	
	<b>GENERAL BILLS</b>	
<b><u>VENDOR NAME</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
<b><u>COURT HOUSE</u></b>		
HARRIS EXTERMINATING SERVICES	PEST CONTROL	145.00
FT BELKNAP ELECTRIC	TOWER LEASE	43.11
TXU	COURT HOUSE	713.27
TXU	COURT HOUSE LIGHTS	64.82
TXU	ANNEX	626.71
TXU	MUSEUM	9.18
TXU	SHOW BARN	15.44
TXU	SB LIGHTS	9.85
ATMOS	ANNEX	64.17
SMITH FAMILY FUNERAL HOMES	TRANS/AUTOPSY	400.00
GOLDSMITH	SUPPLIES	38.94
GOLDSMITH	TRIP/NEW EQUIP	262.00
GOLDSMITH	2ND INTERNET SET UP	5,991.35
GOLDSMITH	AUG PRO SERVICES	3,055.75
GOLDSMITH	JULY B/U SERV ON INTERN	250.00
GOLDSMITH	UNIT W/CLOUD RETENTION	2,148.61
MIKE CLARK	MOWING	275.00
THE DRUG STORE	INDIDGENT PGM	22.47
CNA SURETY	DIS CLERK/BOND	50.00
CNA SURETY	DEP CLERK/BOND	50.00
TCMH	NH FUNDS	200,000.00
AMERIFLEX	ADMIN FEE	80.00
WILLIS SUPPLY	CLEANING SUPPLIES	307.05
LTC GROUP, LLC	JUNE/NH	14,875.00
LTC GROUP, LLC	JULY/NH	14,875.00
LTC GROUP, LLC	AUG/NH	14,875.00
IRS	2022 LATE REPORTS	550.60
CITY	WATER/MUSEUM	216.20
CITY	WATER/COURT HOUSE	418.61
CITY	WATER/ANNEX	110.91
CITY	WATER/SHOW BARN	172.32
TEXAS CHILD SUPPORT	PAYROLL/2 PYMTS	229.84
HANDYMAN SUPPLY/ANNEX	4' LIGHTS	27.98
HANDYMAN SUPPLY/CH	LIGHT BULBS	59.90
VERIZON		51.68
<b><u>COUNTY JUDGE</u></b>		
JUSTICE SOLUTIONS	PROFESSIONAL SERVICES	623.00

<b><u>CLERK</u></b>		
LOCAL GOVERNMENT SOLUTIONS	SEPT PRO SERVICES	845.00
DE LAGE LANDEN FINANCIAL SERVICES	PRINTER LEASE	142.70
EMPIRE PAPER	PAPER	50.65
POSTOFFICE	STAMPS	430.00
HILLIARD	PRINTER	42.00
DIANNA MOORE	ADV M&M LGS CONFERN	210.18
HAILY CORNELIUS	ADV MEAL LGS CONFERN	30.00
CDCAT REGION 2	CLASS	50.00
<b><u>TREASURER</u></b>		
HILLIARD	PRINTER	35.35
TEXAS ASSOCIATION OF COUNTIES	75TH CONFERENCE	200.00
MICHELLE CLARK	STAMPS	66.00
DE LAGE LANDEN FINANCIAL	PRINTER 6/15-7/14 & FEE	224.00
OFFICE DEPOT	SUPPLIES	19.67
DE LAGE LANDEN FINANCIAL	PRINTER 7/15-8/14	149.00
<b><u>JUSTICE OF THE PEACE</u></b>		
DE LAGE LANDEN FINANCIAL SERVICES	PRINTER LEASE	439.65
TEXAS STATE UNIVERSITY	23 LEGIS. WORKSHOP	130.00
<b><u>SHERIFF</u></b>		
MARY LOU HARVICK	ANNUAL TOWER LEASE	200.00
APPLIED CONCEPTS	RADIO REPAIRS	138.50
LEONARD AUTO SUPPLY	AUTO SUPPLIES	29.72
WEX	FUEL	434.22
GOLDSMITH	CC MACHINE/BATTERY B/U	524.00
FED EX	CRIME LAB	30.80
DE LAGE LANDEN FINANCIAL SERVICES	PRINTER LEASE	139.65
HANDYMAN SUPPLY	WEAT.STRIP & TAPE	12.78
YOUNG COUNTY	INMATE HOUSING	945.00
EXIGEN, LLC	SAF ALERT	384.45
LILLIAN LITTLE	NOTARY BOOK	21.55
PENMAN SERVICES	FUEL	798.24
MICHAEL HENDRICK	MILAGE/CIVIL PROC. CLASS	337.66
<b><u>COURT EXPENSES</u></b>		
HASKELL COUNTY	DIS CT RPT/INSURANCE	1,012.90
HASKELL COUNTY	CNTY ATNY SUPPLEMENT	14,478.00
HASKELL COUNTY	PRO OFF EXPENSE	741.27
HASKELL COUNTY	INS/DA SEC	1,012.90
HASKELL COUNTY	SOFTWARE JAN-JUN 23	490.50
HASKELL COUNTY	CT COORD/SALARY	3,488.73
BRIDGETE BARROW	CT REP/INDIGENT APPEAL	3,290.00
HASKELL COUNTY	JUVENILE LOCAL MATCH	409.60
DAX PUESCHEL	NO. 3257	200.00

<b><u>EXTENSION AGENT</u></b>		
<b><u>ELECTIONS</u></b>		
POSTMASTER	ANNUAL BOX RENT	118.00
<b><u>TVFD</u></b>		
TXU	SHED	7.72
TXU	SHOP	9.64
PENMAN SERVIES	FUEL	
LEONARD AUTO SUPPLY	AUTO SUPPLIES	
CITY	WATER	48.00
<b><u>WVFD</u></b>		
CODY GILMORE	6 BATTERY CHARGERS	172.14
<b><u>PREC 1</u></b>		
TXU	LIGHTS	13.24
TXU	SHOP	54.65
ZACH BURKETT	BASE	1,704.48
THROCKMORTON PUMP SERVICE	EQUIP SUPPLIES	182.45
LEONARD AUTO SUPPLY	AUTO SUPPLIES	167.40
FIRST NET	CELL PHONE	
CITY	WATER	54.60
ATMOS		63.48
JOHN DEER TRACTOR	1/3RD	23,360.89
US FARM INNOVATIONS	1/3RD	463.33
A PLUS AUTO & FARM SUPPLY	SEAT COVER	20.00
TREY BOYDSTUN 7/17/2023	FREON/DUMP TRUCK	110.00
TREY BOYDSTUN 7/29/23	AC REPAIR/DUMP TRUCK	275.00
BJB TRANSPORT, LLC	24 LOADS OF BASE	9,773.30
PENMAN SERVICES	FUEL	550.96
<b><u>PREC 2</u></b>		
TXU	LIGHTS	17.54
TXU	SHOP	5.80
HANDYMAN SUPPLY	HOSE PISTOL GRIP	6.49
THROCKMORTON PUMP SERVICE	DEF	24.25
LEONARD AUTO SUPPLY	AUTO SUPPLIES	81.27
COW COUNTRY FUEL	FUEL	1,202.25
CITY	WATER	110.16
ATMOS		66.60
JOHN DEERE	1/3RD	23,360.89
US FARM INNOVATIONS	1/3RD	463.33
P6 TIRES	FLAT	20.00
LINDE GAS & EQUIPMENT	LEASE	161.92

<b>PREC 3</b>		
TXU	SHOP	45.20
TXU	LIGHTS	17.59
THROCKMORTON PUMP SERVICE	SUPPLIES	56.30
STEPHENS REGIONAL SUD	WATER	70.65
LEONARD AUTO SUPPLY	SUPPLIES	1,678.58
COW COUNTRY FUEL	FUEL	2,921.75
BOBBY T'S TIRE	FLAT	20.00
UNITED AG & TURF	OIL & FILTERS	214.95
JAMES K WIGINGTON/COLLECTOR	TAGS 2013 CHEV PU	7.50
PENMAN SERVICES	FUEL	157.43
<b>PREC 4</b>		
TXU	SHOP	5.98
HANDYMAN SUPPLY	BATTERY/SUPPLIES	527.34
THROCKMORTON PUMP SERVICE	SUPPLIES	41.04
ELBERT FARM STORE	FUEL	1,072.07
LEONARD AUTO SUPPLY	AUTO SUPPLIES	249.93
COW COUNTRY FUEL	FUEL	45.89
FIRST NET	CELL PHONE	
CITY	WATER	72.60
ATMOS		63.48
JOHN DEERE	1/3RD	23,360.89
US FARM INNOVATIONS	1/3RD	463.34
YELLOW HOUSE MACHINERY	BATTERIES & MAS SWITCH	501.40
LOHMANS TRACTOR SHOP LLC	ADAPTER	78.50
TREY BOYDSTUN 6/12/23	BAT&STATER/DUMP TRK	275.00
TREY BOYDSTUN 6/30/23	DUMP TRK/FORD PU	440.00
TREY BOYDSTUN 7/25/23	MAINTAINER/F-250	165.00
<b>TOTAL</b>		<b>363,768.01</b>

**THROCKMORTON COUNTY**  
**COMMISSIONER'S COURT**

Throckmorton County Commissioner's Court Regular Meeting  
August 14, 2023

101 North Minter Ave, Throckmorton, Texas 76483  
Throckmorton County Courtroom

**THROCKMORTON COUNTY MEMORIAL  
HOSPITAL**

Expenses Approved by  
TCMH Board of Directors

August 10, 2023

Presented to:  
**Throckmorton County Commissioner's Court**

**August 14, 2023**

**TCMH Expenditure List**

**08/10/2023**

<b>Vendor #:</b>	<b>Vendor Name:</b>	<b>Invoice Date:</b>	<b>Amount:</b>	<b>Comments:</b>
10521	ABY BENEFITS LLC	8/24/2023	\$30.00	COBRA ADMIN FEES
10006	AIRGAS	8/30/2023	\$617.57	
10138	ALSCO LINEN AND UNIFORM	9/2/2023	\$323.05	
10138	ALSCO LINEN AND UNIFORM	8/26/2023	\$330.90	
10138	ALSCO LINEN AND UNIFORM	7/8/2023	\$400.03	
10138	ALSCO LINEN AND UNIFORM	9/2/2023	\$408.39	
10138	ALSCO LINEN AND UNIFORM	8/26/2023	\$425.22	
10393	AMAZON CAPITAL SERVICES	8/27/2023	\$13.99	
10393	AMAZON CAPITAL SERVICES	8/28/2023	\$35.14	
10393	AMAZON CAPITAL SERVICES	8/19/2023	\$57.98	
10102	AR MANAGEMENT & SOLUTIONS, LLC	8/7/2023	\$884.31	
10012	AT&T MOBILITY	7/31/2023	\$102.01	
10152	ATMOS ENERGY C	8/16/2023	\$76.41	
10152	ATMOS ENERGY C	8/16/2023	\$229.69	
10511	BENCHMARK BUSINESS SOLUTIONS	8/24/2023	\$788.46	
10103	BENSON, KARLA	7/24/2023	\$57.64	MILEAGE REIMB. FOR GROCERIES
10510	BENSON, KATHY	8/1/2023	\$16.91	REIMB. FOR FOOD ITEMS
10510	BENSON, KATHY	7/20/2023	\$39.40	REIMB. FOR FOOD ITEMS
10316	BETSY COOK, OTR	8/17/2023	\$2,500.00	OT SERVICES
10120	BLUE CROSS BLUE SHIELD OF TEXAS	7/18/2023	\$31,197.24	\$26,864.29 - HOSPITAL PORTION
10018	BOUND TREE MEDICAL	8/17/2023	\$9.13	
10018	BOUND TREE MEDICAL	8/23/2023	\$9.13	
10018	BOUND TREE MEDICAL	8/17/2023	\$35.80	
10018	BOUND TREE MEDICAL	8/23/2023	\$114.87	
10021	C D HARTNETT COMPANY	8/10/2023	\$76.75	
10021	C D HARTNETT COMPANY	8/10/2023	\$200.98	
10021	C D HARTNETT COMPANY	8/10/2023	\$226.44	
10021	C D HARTNETT COMPANY	8/10/2023	\$638.14	
10021	C D HARTNETT COMPANY	8/10/2023	\$646.84	
10021	C D HARTNETT COMPANY	8/10/2023	\$686.74	
10022	CARDINAL HEALTH MEDICAL PROD	8/15/2023	\$1.85	
10022	CARDINAL HEALTH MEDICAL PROD	8/15/2023	\$44.49	
10026	CITY OF THROCKMORTON	7/24/2023	\$387.78	
10471	CONCORD MEDICAL GROUP OF TEXAS	7/30/2023	\$38,216.25	JUNE COVERAGE
10289	CONTROL SOLUTIONS, INC	8/30/2023	\$64.00	DATA LOGGER CALIBRATION
	DISCOVERY	8/7/2023	\$11,000.00	
	DISH NETWORK LLC	8/3/2023	\$87.37	
10046	FREEMON SHAPARD & STORY	8/20/2023	\$13,435.00	COST REPORT & AHA SURVEY
10046	FREEMON SHAPARD & STORY	8/19/2023	\$14,620.00	UC TOOLS APPLICATION
10527	GARLINGTON-BROWN, INC	8/20/2023	\$120.26	

00026	HAMILTON HOSPITAL		8/31/2023	\$400.00	
10431	HANDYMAN SUPPLY INC.		8/30/2023	\$78.77	
10055	HARRIS EXTERMINATING SERVICE		8/23/2023	\$87.50	
10055	HARRIS EXTERMINATING SERVICE		8/23/2023	\$112.50	
00028	HENDRICK MEDICAL CENTER		8/25/2023	\$5,630.71	
10248	HYSMITH AUTOMOTIVE & TRUCK REP		8/23/2023	\$932.84	REPAIRS TO MEDIC 2
10323	J & J OILFIELD ELECTRIC CO., I		8/30/2023	\$365.62	
10459	JACKSON, BRANDON		7/24/2023	\$35.00	REIMB. FOR FUEL
10059	KING, RANDY		7/20/2023	\$154.44	CE REIMB.
10522	LEONARD AUTO SUPPLY		8/30/2023	\$823.74	AMBULANCE MAINT. SUPPLIES
10329	MAKOVY, DOBBI		8/1/2023	\$45.85	MILEAGE - PICKUP PHARMACY ITEM
10434	MCGUFFIN, TAMMI		7/12/2023	\$700.00	SPEECH THERAPY SERVICES
00164	MCKESSON MEDICAL-SURGICAL INC		8/15/2023	\$1.51	
00164	MCKESSON MEDICAL-SURGICAL INC		8/15/2023	\$1.51	
00164	MCKESSON MEDICAL-SURGICAL INC		8/15/2023	\$1.51	
00164	MCKESSON MEDICAL-SURGICAL INC		9/15/2023	\$1.51	
00164	MCKESSON MEDICAL-SURGICAL INC		9/15/2023	\$1.51	
00164	MCKESSON MEDICAL-SURGICAL INC		9/15/2023	\$21.17	
00164	MCKESSON MEDICAL-SURGICAL INC		9/15/2023	\$40.69	
00164	MCKESSON MEDICAL-SURGICAL INC		8/15/2023	\$135.45	
00164	MCKESSON MEDICAL-SURGICAL INC		9/15/2023	\$139.68	
00164	MCKESSON MEDICAL-SURGICAL INC		8/15/2023	\$201.98	
00164	MCKESSON MEDICAL-SURGICAL INC		9/15/2023	\$212.82	
00164	MCKESSON MEDICAL-SURGICAL INC		7/20/2023	\$228.96	
00164	MCKESSON MEDICAL-SURGICAL INC		7/10/2023	\$294.30	
00164	MCKESSON MEDICAL-SURGICAL INC		8/15/2023	\$312.70	
00164	MCKESSON MEDICAL-SURGICAL INC		7/15/2023	\$356.30	
00164	MCKESSON MEDICAL-SURGICAL INC		8/15/2023	\$526.26	
00164	MCKESSON MEDICAL-SURGICAL INC		7/15/2023	\$665.27	
00164	MCKESSON MEDICAL-SURGICAL INC		9/15/2023	\$750.00	
00164	MCKESSON MEDICAL-SURGICAL INC		9/15/2023	\$770.59	
00164	MCKESSON MEDICAL-SURGICAL INC		8/10/2023	\$1,301.41	
00164	MCKESSON MEDICAL-SURGICAL INC		7/15/2023	\$1,926.34	
00164	MCKESSON MEDICAL-SURGICAL INC		9/15/2023	\$3,065.42	
10535	MED WATER SYSTEMS		9/2/2023	\$437.36	LAB WATER SYSTEM - FILTER
10397	NEILANDS, GARYELLE		8/1/2023	\$2,700.00	36 PT VISITS
10397	NEILANDS, GARYELLE		7/24/2023	\$3,075.00	41 PT VISITS
10065	NEWLIGHT HEALTHCARE LLC		8/10/2023	\$11,500.00	
10450	ODOMRD DIETITIAN CONSULTANTS		8/31/2023	\$1,463.75	
10069	OFFICE DEPOT		9/3/2023	\$17.98	
00078	OLIVER, HALIE		8/15/2023	\$3,675.00	21 PT VISITS
10141	OPTUM		8/10/2023	\$100.00	



# 13 Month Bank Balance Tracking

	8/3/2022	9/7/2022	10/5/2022	11/9/2022	12/7/2022	1/4/2023	2/8/2023	3/8/2023	4/5/2023	5/3/2023	6/7/2023	7/20/2023	8/10/2023	Average
Operating	\$1,882,675.08	\$1,481,993.48	\$1,054,826.41	\$1,293,099.40	\$1,055,311.96	\$808,913.54	\$856,203.48	\$547,430.97	\$319,175.77	\$120,097.94	\$268,835.50	\$251,171.54	\$129,936.78	\$774,590.14
Payroll	\$3,864.45	\$4,087.24	\$3,854.50	\$4,067.19	\$4,329.78	\$3,788.42	\$4,448.55	\$3,845.44	\$3,945.15	\$4,092.21	\$3,730.47	\$4,120.12	\$5,961.62	\$4,164.24
EMS	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15
CD	\$200,740.86	\$200,740.86	\$200,740.86	\$200,867.35	\$200,867.35	\$200,867.35	\$200,988.42	\$201,043.49	\$201,043.49	\$201,043.49	\$201,043.49	\$201,043.49	\$201,043.49	\$200,928.77
Total	\$2,098,212.54	\$1,697,753.73	\$1,270,353.92	\$1,508,966.09	\$1,271,441.24	\$1,024,501.46	\$1,072,572.60	\$562,208.56	\$535,096.56	\$336,165.79	\$484,541.61	\$467,267.30	\$347,874.04	\$975,150.42

# Rolling 13 Month Census 2022-2023

## ADMISSIONS:

	June	July	Aug	Sept	Oct	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Average
INPATIENT	3	3	2	4	4	1	2	1	2	6	2	1	3	2.6
OBSERVATION	1	0	2	1	0	3	1	0	0	4	2	5	5	1.8
SWINGBED	2	6	0	0	3	3	1	1	1	1	1	1	4	1.8
RESPIRE	1	1	0	0	0	1	0	0	0	0	0	0	0	0.2
HOSPICE	1	1	0	0	0	1	0	0	0	0	0	1	0	0.3
TOTAL ADMISSIONS:	8.0	11.0	4.0	5.0	7.0	9.0	4.0	2.0	3.0	11.0	5.0	8.0	12.0	6.8

## PATIENT DAYS:

INPATIENT	15	12	8	9	21	5	3	7	6	21	4	6	28	11.2
OBSERVATION	1	0	2	1	0	7	1	0	0	8	2	9	18	3.8
SWINGBED	14	113	0	0	67	39	14	13	5	19	28	4	28	26.5
RESPIRE	22	19	0	0	0	2	0	0	0	0	0	0	0	3.3
HOSPICE	13	2	0	0	0	2	0	0	0	0	0	1	0	1.4
<b>TOTAL PATIENT DAYS:</b>	<b>65.0</b>	<b>146.0</b>	<b>10.0</b>	<b>10.0</b>	<b>88.0</b>	<b>55.0</b>	<b>18.0</b>	<b>20.0</b>	<b>11.0</b>	<b>48.0</b>	<b>34.0</b>	<b>20.0</b>	<b>74.0</b>	<b>46.1</b>

## INSURANCE CLASSIFICATIONS:

MEDICARE	4	8	4	4	3	4	4	2	3	7	3	2	4	4.0
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	2	1	0	1	4	4	0	0	0	4	1	5	8	2.3
NO INSURANCE	2	2	0	0	0	1	0	0	0	0	1	1	0	0.5
<b>Total Admissions:</b>	<b>8.0</b>	<b>11.0</b>	<b>4.0</b>	<b>5.0</b>	<b>7.0</b>	<b>9.0</b>	<b>4.0</b>	<b>2.0</b>	<b>3.0</b>	<b>11.0</b>	<b>5.0</b>	<b>8.0</b>	<b>12.0</b>	<b>6.8</b>

## Insurance Days:

MEDICARE	26	92	10	8	61	27	18	20	11	22	32	7	12	26.6
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	4	33	0	2	27	26	0	0	0	26	1	12	62	14.8
NO INSURANCE	35	21	0	0	0	2	0	0	0	0	1	1	0	4.6
<b>Total Patient Days:</b>	<b>65.0</b>	<b>146.0</b>	<b>10.0</b>	<b>10.0</b>	<b>88.0</b>	<b>55.0</b>	<b>18.0</b>	<b>20.0</b>	<b>11.0</b>	<b>48.0</b>	<b>34.0</b>	<b>20.0</b>	<b>74.0</b>	<b>46.1</b>

ER'S	32	43	32	39	36	30	48	30	46	41	32	39	35	37.2
OUTPATIENTS	22	6	31	19	20	7	35	33	5	16	23	20	16	19.5
<b>Total</b>	<b>54.0</b>	<b>49.0</b>	<b>63.0</b>	<b>58.0</b>	<b>56.0</b>	<b>37.0</b>	<b>83.0</b>	<b>63.0</b>	<b>51.0</b>	<b>57.0</b>	<b>55.0</b>	<b>59.0</b>	<b>685.0</b>	<b>105.4</b>

Labs	959	959	986	847	918	831	885	844	724	841	726	902	898	870.8
X-Ray	59	72	58	56	56	55	48	54	51	68	46	66	44	56.4
Ultrasound	8	13	10	10	8	10	11	12	11	9	8	6	7	9.5

Clinic														
Dr. Beasley	106	102	109	130	105	136	85	113	101	153	130	117	118	115.8
Mr. King	135	136	152	114	162	115	111	163	153	135	150	155	156	141.3
Other	8	7	7	10	6	1	29	8	6	0	1	0	1	6.5
<b>Totals</b>	<b>249</b>	<b>245</b>	<b>268</b>	<b>254</b>	<b>273</b>	<b>252</b>	<b>225</b>	<b>284</b>	<b>260</b>	<b>288</b>	<b>281</b>	<b>272</b>	<b>275</b>	<b>263.5</b>

EMS			39	24	23	26	24	18	21	31	14	21	24	24.1
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Caleb Hodges, County Judge

Throckmorton County, Texas

Subject: TCMH Payables

The attached payables for Throckmorton County Memorial Hospital were reviewed and approved by the Board of Directors at the Regular Monthly Business Meeting August 10, 2023

The total amount approved by the board is \$183,274.51.

County funds requested: 0

Bryan R. Key

Vice President TCMH Board of Directors

**AN INTERLOCAL AGREEMENT Between  
Region 8 Education Service Center and a  
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT  
(School, College, University, State, City, County, or Other Political Subdivision)**

THROCKMORTON COUNTY  
TEXAS PUBLIC ENTITY NAME

Control Number (TIPS will Assign)  
Schools enter County-District Number

Region 8 Education Service Center  
Pittsburg, Texas

225 - 950  
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective August 14, 2023 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

**Role of the Public Entity:**

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

into an Agreement to provide cooperative purchasing opportunities to public agencies.  
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.  
(If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Member Entity:**

Throckmorton County  
Entity or District Name

By: C. Hodges  
Authorized Signature

Print Name: Caleb W. Hodges

Title: County Judge

08/14/2023  
Date

**Purchasing Cooperative Lead Agency:**

Region 8 Education Service Center

By: \_\_\_\_\_  
Authorized Signature

Dr. David Fitts  
Title: Executive Director Region 8 ESC

\_\_\_\_\_  
Date

**Public Entity Contact Information**

Caleb W. Hodges  
Primary Purchasing Person Name

105 N. MINTER AVE  
Street Address

Throckmorton TX 76483  
City, State Zip

940-849-8805  
Telephone Number

\_\_\_\_\_  
Fax Number

Caleb.hodges@throckmortoncountytx.gov  
Primary Person Email Address

Michelle Clark  
Secondary Person Name

michelle.clark@throckmortoncountytx.gov  
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to [tips@tips-usa.com](mailto:tips@tips-usa.com).

- ✓ Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- ✓ Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
- ✓ Accept shipments of products ordered from Awarded Vendors.
- ✓ Process Payments to Awarded Vendors in a timely manner.

### **General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

### **Authorization:**

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered



## Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

July 17, 2023

Re: Imposition of Optional Fees for Calendar Year (CY) 2024

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1 with new fees taking effect on January 1 of the following year. This letter and attachments will provide information on how to submit the Calendar Year (CY) 2024 notification to TxDMV. The following is a brief description of the optional county fees from Chapter 502 of the Transportation Code:

**County Road and Bridge Fee (Section 502.401):**

- May not exceed \$10; and
- Revenue must be credited to the county road and bridge fund.

**Child Safety Fee (Section 502.403):**

- May not exceed \$1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

**Transportation Project Fee (Section 502.402):**

- Applies to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties **ONLY**;
- May not exceed \$10 for Bexar, El Paso, and Hidalgo counties;
- May not exceed \$20 for Brazos, Cameron, and Webb counties; and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2024, please select OPTION A. If your county will change imposed fees, please select OPTION B and include a copy of a commissioners court order reflecting the specific changes.

**DEADLINE:** Please return the form and commissioners court order, if applicable, by Friday, September 1, 2023, by email to: [DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov) (note the underscore between DMV and Optional).

If you have any questions, please contact Maureen Vale, Registration Services, at 512-465-5601. Thank you for your timely response.

Sincerely,

Annette Quintero, Director  
Vehicle Titles and Registration Division  
Texas Department of Motor Vehicles

AQ:CT:MV

Attachments

cc: County tax assessor-collectors




## Imposition of Optional Fees Calendar Year (CY) 2024

**INSTRUCTIONS:** All counties must complete and return this form to the TxDMV via email to:  
[DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov)

Please submit at your earliest convenience, but no later than **Friday, September 1, 2023**.

COUNTY NAME: THROCKMORTON

SELECT ONLY ONE OPTION BELOW:

☒ **OPTION A – No change. This county will charge the same fees in CY 2024.**   
*Submit this form to TxDMV. A copy of a commissioners court order is NOT required.*

OR

☐ **OPTION B – The commissioners court has approved fee changes for CY 2024.**  
*Submit this form and a copy of the commissioners court order to TxDMV.*  
Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.  
CY 2024 fees to be collected by your county:

Road and Bridge Fee: \$ \_\_\_\_\_

Child Safety Fee: \$ \_\_\_\_\_

Transportation Project Fee (applicable to  
Bexar, Brazos, Cameron, El Paso, Hidalgo  
and Webb counties only): \$ \_\_\_\_\_

Total fee amount to be collected in CY 2024: \$ \_\_\_\_\_

For **OPTION B**, submit this form and a copy of the court order to TxDMV.

*We appreciate your response. Thank you.*

SF



PO Box 5077 Sioux Falls SD 57117-5077

August 02, 2023

1-800-331-6053

Fax 1-605-335-0357

[www.cnasurety.com](http://www.cnasurety.com)

DEDE K. SMITH  
P. O. Box 549  
Throckmorton, TX 76483

File # 71830712  
DEDE K. SMITH

\$50,000.00

Company Code: 0601

Written By: WESTERN SURETY COMPANY  
CHIEF APPRAISER THROCKMORTON COUNTY

Enclosed is your renewal certificate. To continue your bond coverage and keep it in force, you must file this renewal document with the county of Throckmorton.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71830712 briefly  
described as CHIEF APPRAISER THROCKMORTON COUNTY

for DEDE K. SMITH

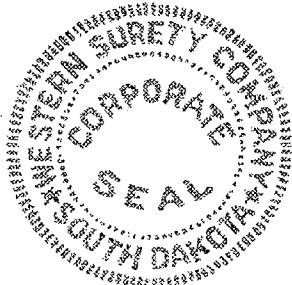
\_\_\_\_\_, as Principal,  
in the sum of \$ FIFTY THOUSAND AND NO/100 Dollars, for the term beginning  
September 01, 2023, and ending September 01, 2024, subject to all  
the covenants and conditions of the original bond referred to above.

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 2nd day of August, 2023.

WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President



**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

Larry Kasten 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 CHIEF APPRAISER THROCKMORTON COUNTY

bond with bond number 71830712

for DEDE K. SMITH

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.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President Larry Kasten with the corporate seal affixed this 2nd day of August, 2023

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

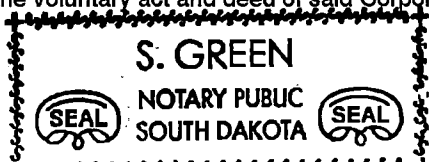
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 2nd day of August, 2023, before me, a Notary Public, personally appeared  
Larry Kasten and L. Bauder

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 February 12, 2027

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://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](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto: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](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto: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.