

RESOLUTION 6-18-24 I.R.B.1

A RESOLUTION OF THE COMMISSIONERS COURT OF RAINS COUNTY, TEXAS, APPROVING THE OFFICIAL BOND OF JIMMY "JIM" JONES AND FORMALLY RECOGNIZING HIS APPOINTMENT AND QUALIFICATION TO FILL THE VACANCY IN THE OFFICE OF COUNTY COMMISSIONER, PRECINCT 2, RAINS COUNTY, TEXAS.

WHEREAS, a vacancy in the office of County Commissioner, Precinct 2, Rains County, Texas, will occur upon the retirement of Commissioner, Mike Willis, Precinct 2, effective June 18, 2026, creating a vacancy to be filled in accordance with Texas law;

WHEREAS, the Rains County Judge has appointed Jimmy Charles "Jim" Jones, a qualified resident of Precinct 2, to fill the vacancy in the office of County Commissioner, Precinct 2 to serve until the next general election and until his successor is duly elected and qualified;

WHEREAS, Jimmy Charles "Jim" Jones has been duly elected at the May 23, 2026, election to the office of County Commissioner, Precinct 2, for the term beginning January 1, 2027, but must separately qualify to serve the unexpired term created by the retirement of Commissioner Willis;

WHEREAS, an official bond titled "Official Bond and Oath," Bond #67900042, issued by Western Surety Company, in the penal sum of Three Thousand and 00/100 Dollars (\$3,000.00), naming Jimmy Charles "Jim" Jones as Principal and conditioned upon the faithful performance of the duties of County Commissioner, has been tendered for approval;

WHEREAS, the Commissioners' Court is required to approve the official bond of a county officer when such bond is presented, and the bond must be filled and recorded as required by law;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER SCOURT OF RAINS COUNTY, TEXAS, THAT:

1. The Commissioners Court hereby approves the Western Surety Company official bond, Bond No. 67900042, in the penal sum of \$3,000, for Jimmy Charles "Jim" Jones as County Commissioner, Precinct 2, Rains County, Texas.
2. The County Clerk is directed to file, record, and maintain the approved bond in the official bond records of Rains County as required by law.

3. Upon Execution of the Statement of Officer, the Oath of Office, and all other qualification documents required by law, Jimmy Charles "Jim" Jones shall be deemed duly qualified to assume the duties of County Commissioner, Precinct 2, Rains County, Texas, for the remainder of the unexpired term beginning June 19, 2026, and continuing until his successor is duly elected and qualified.
4. The Commissioners Court hereby acknowledges and recognizes Jimmy Charles "Jim" Jones as the appointed and qualified County Commissioner, Precinct 2, Rains County, Texas for the unexpired term beginning June 19, 2026, conditioned upon his filing of the required bond and taking the required oath.
5. Nothing in this Resolution alters or affects the separate elected term of office of Jimmy Charles "Jim" Jones as County Commissioner, Precinct 2, beginning January 1, 2027.

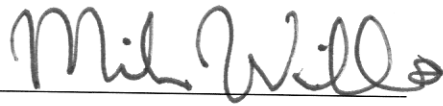
ENACTED IN OPEN COURT on the 11th Day of June, 2026.

Absent

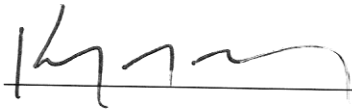
Brent D. Hilliard, Rains County Judge



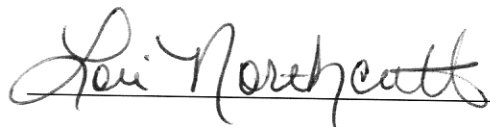
Jeremy Cook, Commissioner, Precinct 1



Mike Willis, Commissioner, Precinct 2



Korey Young, Commissioner, Precinct 3



Lori Northcutt, Commissioner, Precinct 3



Western Surety Company

RIDER

To be attached to and form part of Bond No. 67900042

It is hereby mutually agreed and understood by and between Western Surety Company and **Jimmy Charles Jones**

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- ☐ Principal Name changed to:
- ☐ Principal Address changed to:
- ☐ Vehicle/Vessel/Hull Information changed to:
- ☐ Lost Instrument Information changed to:
- ☐ Identification Number changed to:
- ☐ Penalty Amount changed to:
- ☐ Additional or Event Location:
- ☐ Effective Date changed to:
- ☒ Expiration Date changed to: **December 31, 2026**
- ☐ The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid. It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 19th day of June, 2026.

Signed this 19th day of June, 2026.

WESTERN SURETY COMPANY

By: Larry Kasten
Larry Kasten, Vice President



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 County Commissioner Rains County

bond with bond number 67900042

for Jimmy Charles Jones

as Principal in the penalty amount not to exceed: \$3,000.00

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 with the corporate seal affixed this 19th day of June, 2026.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

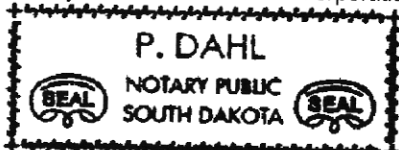
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19th day of June, 2026, 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 June 18, 2031

P. Dahl

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 RAINS

} ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 67900042

That we, Jimmy Charles Jones, 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 County Treasurer, his successors in office, in the sum of Three Thousand and 00/100 DOLLARS (\$3,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 19th day of June, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 19th day of June, 2026, duly elected or appointed to the office of County Commissioner in and for RAINS County, State of Texas, for a term of 4 year s commencing on the 19th day of June, 2026.

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

faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

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 Larry Kasten
Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, 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 _____, Texas, this _____ day of _____.

SEAL

_____ 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, _____, 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. So help me God.

Signed _____

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

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Date _____, _____

Clerk

County Judge,

County Court _____ County

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

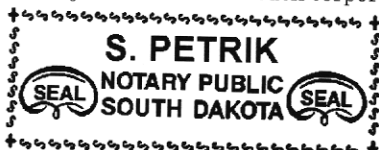
By _____ Deputy

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 19th day of June,
2026, personally appeared Larry Kasten 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 August 11, 2028

S. Petrik

Notary Public