

MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

**TEXAS OFFICIAL BOND AND OATH
FOR JUSTICE OF THE PEACE
PRECINCT # 1**

THE STATE OF TEXAS

County of Bowie

Bond No. 100400678

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Jay R Womack, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Bowie, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars (\$5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 8th day of April, 2024, duly Appointed to the office of Justice of the Peace in and for Bowie County in the State of Texas, for a term commencing on the 8th day of April, 2024 and expiring on the 31st day of December, 2024.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, 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 canceled 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.

Dated this 2nd day of April, 2024.

Jay R Womack
By: Jay R Womack Principal

Merchants Bonding Company (Mutual)
By: Jeannette D. Blanke Jeannette D Blanke Attorney-in-Fact

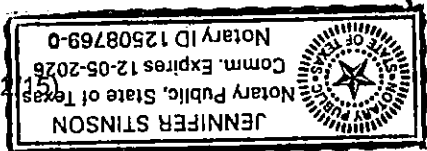
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Bowie

Before me, Jennifer Stinson, a notary public, on this day personally appeared Jay R Womack known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at New Boston this 5th day of April, 2024.



Jennifer Stinson
Bowie County, Texas.

ROAD USE AGREEMENT
by and between BOWIE COUNTY, TEXAS
and _____

WHEREAS, _____ intends to perform activities in Bowie County, Texas, which will include the use of super heavy vehicles (over 84,000 lbs.) on certain county roads; and

WHEREAS, the proposed activities will require super heavy vehicular traffic on a route, which will include travel over county roads & bridges including, but not limited to; _____ and

WHEREAS, the proposed traffic will exceed the weight capacity of the aforementioned county roads and bridges and may cause or significantly contribute to substantial damage on said roads and bridges; and

WHEREAS, _____ and Bowie County agree that the aforementioned traffic of super heavy vehicles on county roads and bridges is necessary for the proposed activity and that Bowie County should be compensated for any damages or additional maintenance costs incurred as a result of said traffic pursuant to Chapter 251.160, Local Government Code;

Therefore, _____ and Bowie County, Texas hereby agree, and contract as follows:

ASSURANCES:

_____ SHALL:

1. Pay to Bowie County, Texas its actual costs, including labor, equipment usage and materials for all repairs, replacement or maintenance incurred as a result of the aforementioned traffic of super heavy vehicles on the county roads and bridges stated above.
2. _____ shall provide surety to Bowie County in the form of a bond or letter of credit in the amount of _____. Said surety shall be presented to the County Judge upon execution of this agreement and shall be deposited with the County Treasurer of Bowie County, Texas. The aforementioned surety shall provide for the prompt payment upon demand by Bowie County for the actual repairs, replacement, and maintenance costs incurred. However, the liability of _____ shall not be limited to the stated amount of said surety and _____ hereby agrees to pay any additional costs as may be required for said repairs, replacement and maintenance upon demand.
3. _____ agrees to provide 48 hours' notice via phone call to the Commissioner of Precinct _____, where the road is located, before transporting or operating any equipment or commencing any super heavy vehicular traffic on the approved county roads and/or bridges that may interrupt the normal flow of traffic on said roads and/or bridges.
4. Special Requirements agreed to be performed by _____.

ROAD USE AGREEMENT
PAGE 2

BOWIE COUNTY SHALL:

1. Allow _____ to utilize the above listed roads for the transport of all necessary equipment and traffic of super heavy vehicles involved in the proposed activity, without weight limitations from _____ to _____.
2. Make a physical inspection/s of the subject site/s during the period agreed upon and at the expiration of the time period listed herein. Upon expiration of said period and the associated halting of the approved unlimited weight traffic, the County shall release any portion of the surety that has not been required for costs incurred or expected to be incurred or may notify _____ of any costs incurred that are in excess of the surety provided and may demand payment of those costs. If no costs are incurred, the total amount of the surety will be released and returned to Company.

Executed by BOWIE COUNTY PRECINCT _____ COMMISSIONER _____

Authorized Signature: _____

Printed Name: _____

Date: _____

STATE OF TEXAS

COUNTY OF BOWIE

I, _____, a Notary Public in and for the State of Texas, do hereby certify that on this the _____ day of _____, 20____, personally appeared before me _____, being first duly sworn and declared that he/she is the person whose signature is affixed hereto and that he/she is duly authorized to execute the foregoing document on behalf of _____

SWORN AND SUBSCRIBED before me this _____ day of _____, 20 ____.

(seal)

Notary Public in and for the State of Texas

Printed Name: _____

Approved by the Bowie County Commissioners Court in a regular/special session held this _____ day of _____, 20 ____.

ATTEST:

Bobby Howell, County Judge
Bowie County, Texas

Tina Petty, County Clerk

CAUSE NO. _____

*IN RE: RED HILL ESTATES
SUBDIVISION* § IN THE COMMISSIONERS COURT
 §
 § OF
 §
 § BOWIE COUNTY, TEXAS

**PETITION TO CANCEL AND VACATE SUBDIVISION PLAT AND REPLAT
OF RED HILL SUBDIVISION,**

COMES NOW, Roland Garry Tipton (sometimes also known as Garry Tipton) and wife Karen Rachel Tipton, Jason C. Hooker and wife Tami R. Hooker, and Ronald J. Thompson and wife Traci R. Thompson (each hereinafter called a "Petitioner" and collectively called the "Petitioners"), who file this their *Petition to Cancel and Vacate Subdivision Plat and Replat Of Red Hill Subdivision*, a rural subdivision of a part of the James B. Floyd Headright Survey, A-219, Bowie County, Texas, and would show unto the honorable Commissioners Court of Bowie County, Texas, as follows:

WHEREAS, on or about March 31, 2005, Roland Garry Tipton and wife Karen Tipton caused to be filed of record the Plat of a subdivision known as Red Hill Subdivision, a subdivision of a part of the James B. Floyd Headright Survey, A-219, Bowie County, Texas, which was recorded in Volume (hereinafter called the "Original Plat"). Prior to recording, said plat was approved by the Commissioners Court of Bowie County, Texas, as required by law, and the roadway commonly known as "Red Hill Road" as depicted on the Original Plat, was dedicated to the public, as evidenced by the appropriate certificates noted on the Original Plat;

WHEREAS, on or about September 26, 2005, Roland Garry Tipton and wife Karen Tipton, the record owners thereof, filed for record a replat of lots 3, 4, 5, and 6 of the Red Hill Subdivision, which amended the boundary lines and roadway of said subdivision, which replat is recorded at Volume 4730, Page 334 of the Official Records of Real Property of Bowie County, Texas (hereinafter called the "Amended Plat"). Prior to recording, said Amended Plat was approved by the Commissioners Court of Bowie County, Texas, as required by law, and the roadway commonly known as "Red Hill Road" as depicted on the Amended Plat, was dedicated to the public, as evidenced by the appropriate certificates noted on the Amended Plat.

(said property as original platted in the Original Plat, and as subsequently amended by the Amended Plat, is hereinafter called the "Subdivision")

WHEREAS, the Original Plat included an instrument purporting to place protective and restrictive covenants on all of the property composing the "Red Hill Estates Subdivision", the name of which constituted a scrivener's error, as such restrictions were intended to apply to and

reference the property composing the "Red Hill Subdivision" as referenced by the attached plat of the Red Hill Subdivision (said Protective and Restrictive Covenants being hereinafter called the "Covenants");

WHEREAS, on or about December 20, 2005, Roland Garry Tipton and wife Karen Tipton conveyed the following property to Ronald J. Thompson and wife Traci R. Thompson, by written deed, recorded in Volume 4792, page 336 of the Official Records of Real Property of Bowie County, Texas:

All of Lot Numbered Five (5) of the Replat of Lots Three (3), Four (4), Five (5), and Six (6) of Red Hill Estates, a subdivision of a portion of the James B. Floyd Headright Survey, A-219, Bowie County, Texas, according to the map or plat of record in Volume 4730, Page 334, Real Property Records of Bowie County, Texas.

(hereinafter called the "Thompson Tract").

WHEREAS, on or about April 30, 2007, Roland Garry Tipton and wife Karen Tipton conveyed the following property to Jason C. Hooker and wife Tami R. Hooker, by written deed, recorded in Volume 5137, page 211 of the Official Records of Real Property of Bowie County, Texas:

All of Lot Numbered Three (3) of the Replat of Lots Three (3), Four (4), Five (5), and Six (6) of Red Hill Estates, a subdivision of a portion of the James B. Floyd Headright Survey, A-219, Bowie County, Texas, according to the map or plat of record in Volume 4730, Page 334, Real Property Records of Bowie County, Texas.

(hereinafter called the "Hooker Tract").

WHEREAS, the remainder of the Lots other than the Thompson Tract and the Hooker Tract, as originally depicted on the Original Plat, as well as on the Amended Plat, are presently owned by Roland Garry Tipton and wife Karen Rachel Tipton (hereinafter called the "Tipton Tracts");

WHEREAS, the parties hereto, being all of the current owners of the lots described in the Original Plat and the Amended Plat, have decided to halt further sales of the remaining lots of the Subdivision, and how desire to cancel vacate the Plat(s) thereof and seek abandonment of the roadway known as "Red Hill Road" by Bowie County, Texas, as depicted on the Original Plat, and as amended by the Amended Plat, and the re-establishment of the property contained therein as acreage tracts;

WHEREAS, the parties hereto, being all of the current owners of the lots described in the Original Plat and the Amended Plat, desire to vacate and revoke the Covenants purporting to affect the property as described in the attachment to the Original Plat in their entirety;

WHEREAS, all of the property contained within the Red Hill Subdivision lies outside the city limit and the extra-territorial jurisdiction of any municipality, and lies solely within the subdivision jurisdiction of Bowie County, Texas;

WHEREAS, the Parties hereto have entered into separate agreements for the placement of private easements for pedestrian and vehicular access over and across the existing roadway known as "Red Hill Road" to and from the public roadway known as George Thomas Road for the Thompson Tract and the Hooker Tract, and as such, the formal dedication of the roadway to the public is no longer required, and should be abandoned by Bowie County, Texas upon cancellation and vacation of the Original Plat and the Amended Plat.

NOW, WHEREFORE, PREMISES CONSIDERED, the undersigned parties, being all of the owners of the lots composing the Red Hill Subdivision as evidenced by the Original Plat, and the replat therefore as depicted in the Amended Plat, do hereby petition the Commissioners Court of Bowie County, Texas, to take the following actions and grant the following relief unto the Petitioners:

- 1) Publish notice of this Petition as required by Section 232.008(c) of the Texas Local Government Code;
- 2) Enter an Order finding that the cancellation and vacation of the Original Plat and Amended Plat, and the Covenants, are in the best interest of the owners thereof, and the citizens of Bowie County, Texas, and that all prerequisites and formalities incident thereto have been duly satisfied and complied with as required by law;
- 3) Enter an Order finding that the cancellation and vacation of the Original Plat and the Amended Plat will not prevent or otherwise interfere with the proposed interconnection of infrastructure to pending or existing development as defined by Section 232.0085 of the Texas Local Government Code;
- 4) Enter an Order pursuant the Court's authority contained in Section 232.008 of the Texas Local Government Code authorizing the Petitioners to file a cancellation instrument to cancel and vacate the Original Plat and the Amended Plat of record in the Official Records of Real Property of Bowie County, Texas and to return the same to acreage tracts;
- 5) Enter an Order abandoning the dedication of the roadway commonly known as "Red Hill Road" as depicted on the Original Plat and the Amended Plat, and returning ownership of the same and all of the County's right, title, and interest therein and thereto to the original developers of the Subdivision, Roland Garry Tipton and wife Karen Tipton;

- 6) Enter orders granting such other and further relief to which the Petitioners may show themselves justly entitled.

Dated this 7th day of July, 2023.

Respectfully submitted,

/s/ Phillip W. Jordan


Phillip W. Jordan, Esq.
Texas Bar Card #24026954
Jordan Law Firm, LLP
4 Woodmont Crossing
Texarkana, TX 75503
Phone: 903-831-6656
Facsimile: 903-223-8598
Email: phillip@jordanlawfirm.com

Attorneys for Petitioners

STATE OF TEXAS §
 §
COUNTY OF BOWIE §

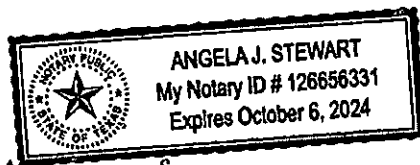
VERIFICATION

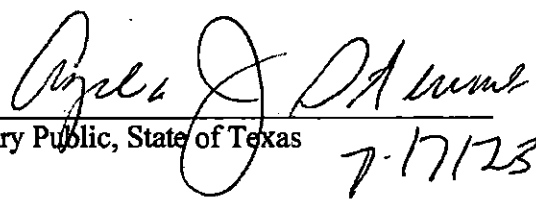
Jason C. Hooker, one of the Petitioners in the above-entitled cause, states upon his/her oath that he has read the statements contained in the forgoing pleading, and they are true and correct to the best of Petitioner's knowledge and belief.



Jason C. Hooker

SUBSCRIBED AND SWORN TO BEFORE ME by Jason C. Hooker this 7th day of July, 2023.





Notary Public, State of Texas 7-17-23

STATE OF TEXAS §
 §
COUNTY OF BOWIE §

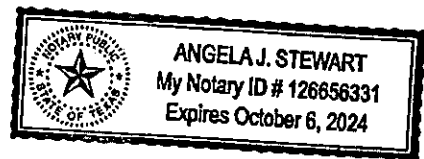
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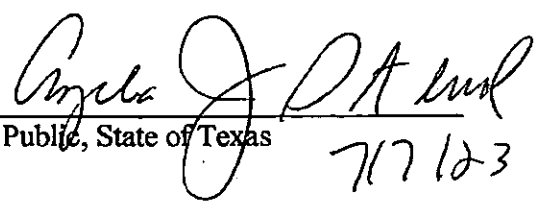
Tami R. Hooker, one of the Petitioners in the above-entitled cause, states upon his/her oath that she has read the statements contained in the forgoing pleading, and they are true and correct to the best of Petitioner's knowledge and belief.



Tami R. Hooker

SUBSCRIBED AND SWORN TO BEFORE ME by Tami R. Hooker this 7th day of July, 2023.





Notary Public, State of Texas 7/17/23

STATE OF TEXAS §
 §
COUNTY OF BOWIE §

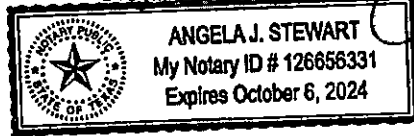
VERIFICATION

Roland Garry Tipton, one of the Petitioners in the above-entitled cause, states upon his/her oath that he has read the statements contained in the forgoing pleading, and they are true and correct to the best of Petitioner's knowledge and belief.

Roland Garry Tipton
Roland Garry Tipton

SUBSCRIBED AND SWORN TO BEFORE ME by Roland Garry Tipton this 3 day of July, 2023.

Angela J. Stewart
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF BOWIE §

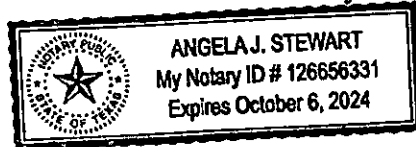
VERIFICATION

Karen Rachel Tipton, one of the Petitioners in the above-entitled cause, states upon his/her oath that she has read the statements contained in the forgoing pleading, and they are true and correct to the best of Petitioner's knowledge and belief.

Karen Rachel Tipton
Karen Rachel Tipton

SUBSCRIBED AND SWORN TO BEFORE ME by Karen Rachel Tipton this 3 day of July, 2023.

Angela J. Stewart
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF BOWIE §

VERIFICATION

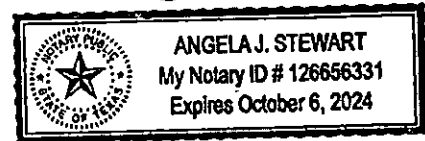
Ronald J. Thompson, one of the Petitioners in the above-entitled cause, states upon his/her oath that he has read the statements contained in the forgoing pleading, and they are true and correct to the best of Petitioner's knowledge and belief.

Ronald J. Thompson
Ronald J. Thompson

SUBSCRIBED AND SWORN TO BEFORE ME by Ronald J. Thompson this 3 day of July, 2023.

Angela J. Stewart
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BOWIE §



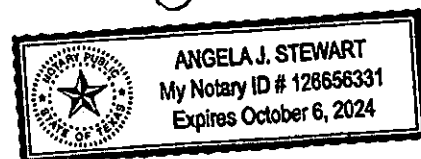
VERIFICATION

Traci R. Thompson, one of the Petitioners in the above-entitled cause, states upon his/her oath that she has read the statements contained in the forgoing pleading, and they are true and correct to the best of Petitioner's knowledge and belief.

Traci R. Thompson
Traci R. Thompson

SUBSCRIBED AND SWORN TO BEFORE ME by Traci R. Thompson this 3 day of July, 2023.

Angela J. Stewart
Notary Public, State of Texas



CAUSE NO. _____

IN THE MATTER OF	§	IN THE COMMISSIONERS COURT
RED HILL SUBDIVISION	§	OF
AND RED HILL ROAD	§	BOWIE COUNTY, TEXAS

ORDER AUTHORIZING VACATION AND CANCELLATION OF PLATS AND CLOSING, ABANDONMENT AND VACATING OF COUNTY ROAD

On this day came to be heard the Petition filed by Roland Garry Tipton (sometimes also known as Garry Tipton) and wife Karen Rachel Tipton, Jason C. Hooker and wife Tami R. Hooker, and Ronald J. Thompson and wife Traci R. Thompson herein, seeking the vacation and cancellation of the Plat and Replat of the Red Hill Subdivision, and the closure, abandonment and vacation of the County Road in said subdivision known as Red Hill Lane, and the Commissioners Court, having reviewed the pleadings and petitions and the evidence, and the arguments of counsel, finds that said Petition should be GRANTED. The Commissioners Court further finds that the Petition was properly filed, and proper notice was given as required by law to all parties; that the cancellation and vacation of the Original Plat and Amended Plat, and the Covenants, are in the best interest of the owners thereof, and the citizens of Bowie County, Texas, and that all prerequisites and formalities incident thereto have been duly satisfied and complied with as required by law; that the cancellation and vacation of the Original Plat and the Amended Plat will not prevent or otherwise interfere with the proposed interconnection of infrastructure to pending or existing development as defined by Section 232.0085 of the Texas Local Government Code; and that the closure, abandonment, and vacation of the dedication of Red Hill Road, a county road dedicated to the public by recordation in the Original Plat and the Amended Plat, and a return thereof to the original owner is in the best interest of both the Petitioners, and Bowie County, Texas and its citizens.

IT IS THEREFORE ORDERED, that Petitioners are hereby authorized to file a notice of cancellation of both the Plat of Red Hill Subdivision, a subdivision of a part of the James B. Floyd Headright Survey, A-219, Bowie County, Texas, which was recorded in Volume 4576, Page 288 of the Official Records of Real Property of Bowie County, Texas (hereinafter called the "Original Plat"), and the Replat of lots 3, 4, 5, and 6 of the Red Hill Subdivision, a subdivision of a part of

the James B. Floyd Headright Survey, A-219, Bowie County, Texas, which replat was recorded at Volume 4730, Page 334 of the Official Records of Real Property of Bowie County, Texas (hereinafter called the "Amended Plat").

IT IS FURTHER ORDERED, that the dedicated county road commonly known as Red Hill Road, consisting of a sixty-foot wide right of way, as depicted on the Original Plat and revised by the Amended Plat, is hereby ordered CLOSED, ABANDONED, and VACATED. By agreement among the Petitioners, as evidenced in the Petition, title to the entirety of Red Hill Road as shown on the Original Plat and the Amended Plat is hereby vested in Roland Garry Tipton and wife Karen Rachel Tipton, at no cost.

IT IS FURTHER ORDERED, that the Petitioners shall pay the cost of recording the necessary cancellations of the Original Plat and the Amended Plat, the required publications of notice relating to the Petition, and the cost of recording this Order in the Official Records of Real Property of Bowie County, Texas, and the County's fee of \$ _____ for the processing of the Petition.

Entered on this the ____ day of _____, 2024, by order of the Commissions Court of Bowie County, Texas, meeting in regular session on said date. The votes were ____ Commissioners in favor and ____ Commissioners opposed.

Bobby Howell, County Judge
Bowie County, Texas

Sammy Stone
County Commissioner, Precinct 1

Tom Whitten
County Commissioner, Precinct 2

James Strain
County Commissioner, Precinct 3

Mike Carter
County Commissioner, Precinct 4

ATTEST:

Tina Petty
County Clerk
Bowie County, Texas



Maintaining voter confidence. Enhancing the voter experience.

Bowie County, Texas
Purchase Proposal Quote - Texas BuyBoard Contract # 710-23
Submitted by Election Systems & Software

Purchase Solution Includes:

Table with columns: Quantity, Item Description, Unit Price, Extended Price. Includes sub-sections for Tabulation Hardware and Election Services.

Payment Terms
Amount due within thirty (30) calendar days of contract execution: \$30,312.00
Amount due within thirty (30) calendar days of delivery of Hardware and/or Software: \$30,312.00

Annual Post-Warranty License and Maintenance and Support Fees
(Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)
Table with columns: Quantity, Item Description, Unit Price, Extended Price.

Footnotes:

- 1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for thirty (30) days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.

BUYBOARD # 601-19
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT

VENDOR: SILSBEE FORD & SILSBEE TOYOTA
 1211 U.S. HWY 96N
 SILSBEE, TX 77656

End User: BOWIE COUNTY Silsbee Rep: KEN DURBIN
 Contact: ROBBY MCCARVER -903-798-3561 Phone/email: KDURBIN.COWBOYFLEET@GMA
 Phone/email: RMCCARVER@TXUAS.ORG Date: Monday, April 1, 2024
 Product Description: 2023 FORD EXPLORER

A. Bid Series: 5 A. Base Price: \$ 25,633.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
1	K8A UPGRADE AWD	\$ 8,850.00		WHITE EXT / GRAY INT	
1	CARGO DOME LIGHT R/W	\$ 47.00			
1	GRILL WIRING	\$ 47.00			
1	REAR AIR CONDITIONING	\$ 690.00			
1	RR TAILLAMP HOUSING	\$ 58.00			
2	KEYLESS ENTRY 4 FOBS	\$ 319.60			
1	3.3L V-6 GAS ENGINE	\$ -			
1	FRONT HEADLIGHT HOUSING	\$ -			
1	REAR CAMERA	\$ -			

Total of B. Published Options: \$ 10,011.60

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 34.4 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 125.00		
2024 MODEL & GPC CHANGE	\$ 12,150.00		

Total of C. Unpublished Options: \$ 12,275.00

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 445.75
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ 111.45
- I. Contract Price Adjustment: _____
- J. Additional Delivery Charge: 300 miles \$ 450.00
- K. Subtotal: \$ 48,926.80
- L. Quantity Ordered 3 x K = \$ 146,780.40
- M. Trade in: _____
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ 400.00
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 147,180.40



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Tom Peck
Contact Phone	425-372-6185
Contact Email	tpeck@cleargov.com

Order Date	Mar 22, 2024
Order valid if signed by	Mar 31, 2024

Customer Information					
Customer	Bowie County, TX	Contact	Jennifer Beckett	Billing Contact	Jennifer Beckett
Address	100 State Line Ave Ste 18	Title	County Auditor	Title	County Auditor
City, St, Zip	Texarkana, TX 75501	Email	Jennifer.Beckett@bowiecounty.org	Email	Jennifer.Beckett@bowiecounty.org
Phone	(903)628-6710			PO # (if any)	

The Services you will receive and the Fees for those Services are...			
Set up Services		Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 2	\$ 8,100.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions		Tier 2	\$ (2,025.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME			\$ 6,075.00
Subscription Services		Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition		Tier 2	\$ 13,300.00
ClearGov BCM Personnel Budgeting - Civic Edition		Tier 2	\$ 12,100.00
ClearGov BCM Digital Budget Book - Civic Edition		Tier 2	\$ 8,100.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions		Tier 2	\$ (8,375.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$ 25,125.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Apr 9, 2024	Apr 9, 2024	ClearGov Setup Services
Initial	Apr 9, 2024	Apr 8, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Apr 9, 2024	\$6,075.00	One Time Setup Fee
Apr 9, 2024	\$25,125.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until:	Mar 31, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.


ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Cancellation Option	This ClearGov Service Order is subject to the approval of the Commissioner's Court (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its April, 8 2024 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Jennifer Beckett
Title	County Auditor

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Customer	
Signature	
Name	Bobby Howell
Title	County Judge

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

LEASE AGREEMENT

**DEALERS FIRST
FINANCIAL L.L.C.**

LEASE AGREEMENT #: **BO612C**

To Our Valued Customer: Lease payments will be referred to as payments throughout this agreement, and this agreement will hereafter be referred to as the "Agreement". Please read this Agreement carefully and feel free to ask us any questions you have. The words "you" and "your" mean the "Lessee" or "Customer". The words "we", "us" and "our" refer to the "Lessor", DEALERS FIRST FINANCIAL L.L.C. The word "Equipment" means the items listed in this Agreement and/or any related schedules hereto. The word "Vendor" means the company or person who marketed and supplied the Equipment to you.

NAME OF LESSEE: Bowie County District Attorney's Office			
Billing Address: 601 Main Street	City: Texarkana	State: TX	Zip: 75501
Equipment Location: <u>Same</u>	City:	State:	Zip:
Contact: Taelr M. Riggs	taylor.riggs@BowieCounty.org	Phone #: 903-735-4800	Fax #:

Quantity	Equipment Description, Manufacturer & Model Number	Serial #
1	Kyocera 3554 Copier w/ ADF, Stand	19X3Z08972

Term in Months	Payment	Payment Frequency	Security Deposit	Beginning Date of the Agreement
60	\$ 118.05 <small>(plus appropriate sales taxes)</small>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	\$ None	03/15/24

You must pay the payment on the Beginning Date of this Agreement and on the same day of each following period until paid in full.

END OF TERM PURCHASE OPTIONS: You have the following options at the end of the original term, provided all terms and conditions of this Agreement have been fulfilled.

- Purchase the Equipment for \$ _____, which you agree is the anticipated remaining fair market value of the Equipment at that time.
- Purchase the Equipment for fair market value.

The purchase amount is payable in a single installment immediately upon the expiration of this Agreement, plus any applicable state or local taxes. If you do not elect to purchase the equipment in a single installment or if the purchase amount is not paid by the expiration of this Agreement, this Agreement will be renewed according to the Automatic Renewal provision of this Agreement.

LESSEE ACCEPTANCE: You agree to all the terms and conditions shown on both page 1 and page 2 of this Agreement, and that those terms and conditions are a complete and exclusive statement of our agreement regarding the subject matter of this Agreement, and they may be modified only by written agreement signed by one of our officers and not by course of performance. You also agree that the Equipment will not be used for personal, family, or household purposes. You acknowledge receipt of a copy of this Agreement. **This Agreement may not be cancelled or terminated early.** Your signature and our signature will make this Agreement effective as of the Beginning Date of the Agreement shown above.

Signature [Signature] Print Name Jerry Dabolle Title PA Date 3/14/24

PERSONAL GUARANTY: The Guarantor(s) personally, irrevocably and unconditionally guarantee performance and payment of Lessee's obligations under this Agreement and any other obligation of Lessee to you or your assignee. The Guarantor(s) agree and consent to personal jurisdiction and venue in Harris County, Texas and corresponding federal and bankruptcy courts, agree that any legal action by the Guarantor(s) related to this guaranty shall be only in that county, agree to pay attorney's fees you or your assignee incur in regard to this guaranty, and waive all rights to trial by jury.

Guarantor: Signature _____ Print Name _____ Date _____
 Guarantor: Signature _____ Print Name _____ Date _____

DELIVERY AND INSTALLATION CERTIFICATE: You hereby unconditionally and irrevocably represent to us that (i) the Equipment included in this Agreement has been delivered to and installed at your place of business on or before the above Beginning Date of this Agreement, is operating in good working order, meets all of your purposes, and therefore is hereby irrevocably accepted by you, (ii) you have had a reasonable opportunity to inspect and test the operation of the Equipment, and (iii) no cancellation rights have been granted to you. You hereby direct us to pay the Vendor for the Equipment and waive any right to revoke acceptance of the Equipment.

INSTRUCTION TO LESSEE:

DO NOT SIGN THIS CERTIFICATE UNTIL ALL EQUIPMENT HAS BEEN DELIVERED, INSTALLED, INSPECTED AND TESTED

Signature [Signature] Print Name Jerry Dabolle Date 3/14/24

(For our use only)
LESSOR ACCEPTANCE: Signature [Signature] Print Name Brian Rourke Date 03/20/24

AGREEMENT

We agree to lease to you, and you agree to lease from us, the Equipment under the terms of this Agreement. You promise to pay the payments, plus any applicable sales, property and other taxes, according to the payment schedule on page 1 of the Agreement. You also must pay any security deposits at the time you sign this Agreement. Security deposits will be refunded upon expiration of this Agreement if you have fulfilled all the terms and conditions of this Agreement. You agree that a photocopy, fax or electronically transmitted copy of the Agreement with signatures may be treated as an original and will be admissible as evidence of the Agreement. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Agreement, such as serial numbers, or typographical, immaterial, or obvious errors in the Agreement provided that such change does not materially alter your obligations under this Agreement. You agree that any purchase orders issued by you in conjunction with this Agreement are solely for your administrative purposes and will not change or modify the terms and conditions of this Agreement.

AUTOMATIC RENEWAL

This Agreement will automatically renew on a monthly basis at the same payment, unless you send us written notice 30 days before the expiration of this Agreement that (i) you elect to exercise your purchase option or (ii) you elect not to exercise your purchase option and do not want this Agreement to renew.

LATE CHARGES

If any part of a payment is more than 10 days late, you must pay a late charge of 1.5% per month on the unpaid amounts. If your check or ACH payment is returned to us for non-payment for any reason, you must pay us a return item charge of \$25.00 or the maximum amount allowed by law. Late charges will be billed to you at the end of the term of this Agreement.

OWNERSHIP OF THE EQUIPMENT

We are the owner of the Equipment and have title to the Equipment. You agree this is a "true lease" and a "Finance lease" under the Uniform Commercial Code and not a loan or installment sale.

WARRANTIES

WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE DISCLAIM ALL WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SELECTION, DELIVERY, INSTALLATION AND PURCHASE OF THE EQUIPMENT

You agree that (i) WE DID NOT SELECT THE EQUIPMENT AND HAVE NO EXPERTISE REGARDING THE EQUIPMENT, (ii) YOU SELECTED THE EQUIPMENT AND VENDOR WHO SUPPLIED THE EQUIPMENT BASED ON YOUR OWN JUDGEMENT, (iii) WE ARE BUYING THE EQUIPMENT AT YOUR REQUEST ONLY FOR THE PURPOSE OF LEASING IT TO YOU, (iv) WE ARE PAYING THE VENDOR WHO SUPPLIED THE EQUIPMENT BASED UPON YOUR DELIVERY AND INSTALLATION CERTIFICATE AND (v) YOU HAVE RECEIVED A COPY OF A SUPPLY CONTRACT FOR THE EQUIPMENT FROM THE VENDOR. You are responsible for delivery and installation of the Equipment at your own expense. You are responsible for protecting the Equipment from damage, except for ordinary wear due to reasonable use, and from any kind of loss while you have the Equipment. You agree that the anticipated economic life of the Equipment will be longer than the original term of this Agreement.

MAINTENANCE, SUPPLIES AND DATA

You understand that we are not responsible for repairs, service or supplies for the Equipment. YOU AGREE THE PAYMENT DOES NOT INCLUDE SERVICE OR SUPPLIES. You are responsible for keeping the Equipment in Good Operating Condition and will service the Equipment as and when needed. "Good Operating Condition" means the Equipment is immediately available for use by another lessee without the need of any repair. You are solely responsible for removing any data that may reside in or on Equipment you return, including but not limited to the data on hard drives, disk drives or any other form of memory. We have absolutely no liability for any data or information that you fail to remove or delete. All hard drives and other related equipment must remain fully functional as originally installed after the data is removed.

NON CANCELLATION

You understand and agree that (i) THIS AGREEMENT CANNOT BE CANCELLED BY YOU AT ANY TIME FOR ANY REASON, INCLUDING VENDOR'S NON PERFORMANCE. (ii) YOUR DUTY TO MAKE THE PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER PROBLEM. (iii) THE VENDOR AND WE ARE TWO SEPARATE AND INDEPENDENT COMPANIES AND THAT NEITHER THE VENDOR OR ANY OTHER PERSON IS OUR AGENT. NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE VENDOR OR OTHER PERSON IS BINDING ON US AND NO BREACH BY THE VENDOR OR OTHER PERSON WILL EXCUSE YOUR OBLIGATIONS TO US. (iv) IF THE EQUIPMENT DOES NOT WORK AS REPRESENTED BY THE VENDOR OR OTHER PERSON OR IF THE VENDOR OR OTHER PERSON FAILS TO PROVIDE ANY SERVICE OR SUPPLIES OR IF THE EQUIPMENT IS UNSATISFACTORY FOR ANY OTHER REASON, YOU WILL MAKE CLAIM SOLELY AGAINST THE VENDOR OR OTHER PERSON AND WILL MAKE NO CLAIM AGAINST US.

LOCATION OF THE EQUIPMENT

You will keep and use the Equipment only at the installation address shown on this Agreement. You will not remove the Equipment from that address unless you get our written permission in advance to move it.

RISK OF LOSS

You bear all risk of loss from the time the Equipment is made available for your use until the Equipment is safely returned to our possession.

INSURANCE

You must keep the Equipment fully insured against loss until this Agreement is paid in full, and have us named as loss payee. You also must obtain a general public liability insurance policy from anyone who is acceptable to us, and include us as an insured on the policy. You must provide us certificates or other evidence of property and liability insurance acceptable to us before this Agreement term begins and throughout the term of this Agreement. You agree it is not our responsibility to notify you when certificates or other evidence of insurance expire. If you do not provide us with acceptable evidence of insurance, we may, but will not be required to provide insurance coverage for you and add a charge at the end of the term of this Agreement for this insurance coverage. If you provide certificates of insurance at the end of the Agreement term after receiving this charge, you agree to pay a risk fee equal to 25% of the charge for duplicate insurance we have provided due to your noncompliance with this provision of this Agreement.

LIMITATION OF LIABILITY

We are not responsible for any loss or injuries caused by the installation, use or removal of the Equipment. You must reimburse us for, and defend us against, any claims for losses or injuries caused by the Equipment. In no event will we be liable for any punitive, indirect, direct, incidental or consequential damages in any action arising from, related to, or concerning the subject matter of this Agreement, whether based in contract, tort (including negligence), intended profits, income or goodwill, regardless of whether we have been advised of the possibility of such damages.

TAXES AND FEES

You must pay when due, all appropriate taxes (including property taxes), related license or other such fees, fines, and penalties relating to this Agreement. If we pay any of the above for you, you must reimburse us on demand for each payment we make on your behalf. We may bill you and you must promptly pay estimated future property taxes. You must pay a property tax administration fee equal to 10% of the actual or estimated annual property tax. You also must pay us a documentation processing and set up fee upon execution of this Agreement and at any time the Agreement is modified or amended, of not more than \$125.

ASSIGNMENT

YOU HAVE NO RIGHT TO SELL, TRANSFER, OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE MAY SELL, ASSIGN, OR TRANSFER THIS AGREEMENT. IF WE SELL, ASSIGN, OR TRANSFER THIS AGREEMENT, THE NEW OWNER WILL HAVE THE SAME RIGHTS AND BENEFITS THAT WE HAVE NOW AND WILL NOT HAVE TO PERFORM ANY OF OUR OBLIGATIONS. YOU AGREE THAT THE RIGHTS OF THE NEW OWNER WILL NOT BE SUBJECT TO ANY CLAIMS, DEFENSES, OR SET-OFFS THAT YOU MAY HAVE AGAINST US.

DEFAULT

If you do not pay your payment when due, or if you break any of your promises in this Agreement, you will be in default and we can recover resulting actual damages from you. If you default in your payment obligations, become insolvent or bankrupt, we can also require that you pay the remaining balance of this Agreement and return the Equipment to us. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this Agreement to an attorney or outside agency for collection, you agree to pay reasonable attorney's fees and actual costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession.

OTHER RIGHTS

You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. You waive notice of default, intent to accelerate, and acceleration.

RETURN OF EQUIPMENT

At the end of this Agreement term, you will immediately return the Equipment to us to any place in the United States we designate. You will prepay all expenses of crating and shipping by means we designate and you will properly insure the Equipment. If expenses of crating and shipping are not paid by the expiration of this Agreement, this Agreement will be renewed according to the Automatic Renewal provision.

SECURITY DEPOSIT

We may keep any security deposit you gave us to cover any costs or losses we suffer because of your failure to keep any of your promises in this Agreement.

LAW

THE AGREEMENT AND ALL RELATED DOCUMENTS TO WHICH WE ARE A PARTY AND ALL RELATED CLAIMS AND CAUSES OF ACTION SHALL BE GOVERNED BY AND CONSTRUED SOLELY UNDER THE LAWS OF THE STATE OF TEXAS. WE AND YOU CONSENT AND AGREE TO JURISDICTION AND VENUE IN ANY STATE OR LOCAL COURT LOCATED IN HARRIS COUNTY, TEXAS, AND ANY CORRESPONDING FEDERAL AND BANKRUPTCY COURT AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS. ALL LEGAL ACTION BY YOU IN ANY WAY RELATED TO THE AGREEMENT AND/OR THE EQUIPMENT SHALL BE SOLELY IN ANY STATE OR LOCAL COURT LOCATED IN HARRIS COUNTY, TEXAS, AND ANY CORRESPONDING FEDERAL AND BANKRUPTCY COURT. The foregoing forum selection provision shall not prohibit us from pursuing legal recourse in any other court where jurisdiction may be proper, and such action by us shall not be a waiver of that provision or the foregoing choice of law provision. YOU WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION RELATING TO THIS AGREEMENT.


Signature

3/14/21
Date

INVOCATION

Commissioner Pct. #3-James Strain, DeKalb, TX

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

COMMISSIONERS COURT MINUTES

MARCH 25, 2024

BE IT REMEMBERED, that on this 25th day of March, 2024, the **HONORABLE COMMISSIONERS COURT** of Bowie County, Texas met in **REGULAR SESSION** at the Courthouse in New Boston, Texas after due notice had been posted on the 22nd day of March, 2024 with the **HONORABLE JUDGE BOBBY L. HOWELL** present and presiding with the following Commissioners being present.

Sammy Stone	Commissioner Pct. #1
Tom Whitten	Commissioner Pct. #2
James Strain	Commissioner Pct. #3
Mike Carter	Commissioner Pct. #4

Also in attendance were the following County Officials:

- County Auditor Jennifer Beckett
- County Clerk Tina Petty
- County Legal Advisor Randle Smolarz

ANNOUNCEMENTS

None

REGULAR AGENDA ITEMS

Court convened at 9:03 A.M. when the following **ORDERS, JUDGMENTS and DECREES** were had and **ORDERED** spread upon the minutes of the Court to-wit.

Item 1: There was no Public Comments

Item 2: There was no Commissioners Court response to Public Comments.

Item 3: On this 25th day of March, 2024, a motion was made by Commissioner Mike Carter and duly second by Commissioner Tom Whitten to approve the presentation of Governor Gregg Abbott's Proclamation announcing March as Developmental Disability Awareness Month. Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 4: There was no action taken to approve the Final Plat of Sunrise Acres in Precinct 1.

Item 5: On this 25th day of March, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve the Resolution for the District Attorney SB22 Rural Law Enforcement Grant.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 6: On this 25th day of March, 2024, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve Equipment Service Contract #2788 between 3N1 and Bowie County Justice of the Peace Office Precinct 5 from Omnia State Contract #R-191102.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 7: On this 25th day of March, 2024, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve Equipment Service Contract #2824 between 3N1 and Bowie County Justice of the Peace Office Precinct 1-1 from Omnia State Contract #R-191102.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 8: On this 25th day of March, 2024, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve Salary & Benefit increases to Jail employees to meet the requirements of Senate Bill 22 Grant.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 9: On this 25th day of March, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve a Resolution approving the issuance of Bonds by Tarrant County Cultural Education Facilities Finance Corporation on behalf of Christus Health to finance and/or refinance the cost of health facilities located in Bowie County.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 10: On this 25th day of March, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve an Application for Tax Abatement from Braven Environmental, LLC.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 11: On this 25th day of March, 2024, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the installation, disposal and purchase of new flooring for the 601 Main Street Building from TIPS State Contract #24010401, in the amount of \$86,445.50 from ARPA Funds.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

**Item 12: On this 25th day of March, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the designation of Lieutenant David Gipson as the Bowie County Rabies Control Authority.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**

Item 13: On this 25th day of March, 2024, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to approve the appointment of the following members as Commissioners of the Emergency Services District #2.

- | | | |
|-----------------------|------------------|----------------------------|
| • Secretary | David Wesselhoft | (term expiration 12-31-25) |
| • Assistant Treasurer | Danny Crump | (term expiration 12-31-25) |
| • President | Bradley Haugh | (term expiration 12-31-26) |
| • Vice President | George Hernandez | (term expiration 12-31-26) |
| • Treasurer | Ray Howell | (term expiration 12-31-26) |

**Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**

**Item 14: On this 25th day of March, 2024, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the update of the Bowie County Courthouse smoking policy to ban smoking, vaping and the use of smokeless tobacco inside the Courthouse and designate a smoking area(s) outside the Courthouse (Corner on east side)
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**

**Item 15: On this 25th day of March, 2024, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the Genesis eBonds Licensing and Service Provider Agreement.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**

**Item 16: On this 25th day of March, 2024, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the GOVOLUTION by Deluxe Master Subscription Agreement.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**

**Item 17: On this 25th day of March, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve the Treasurer's Monthly Report for February 2024.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**

Item 18: On this 25th day of March, 2024, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve budget adjustments (line item transfers). Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 19: On this 25th day of March, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve payment of accounts payable and payroll. Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 20: On this 25th day of March, 2024, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to approve the minutes as an Order of the Court (March 11, 2024). Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 21: There was no Executive Closed Session to discuss security matters, personnel matters and litigation as allowed in the Government Code, Section 551.0725.

Item 22: There was no action taken to authorize the County Judge to execute settlement participation and release forms regarding confidential partial settlement matters in the Texas opioid multi-district litigation for Bowie County in the matter of *County of Bowie v. Purdue Pharma L.P., et al.*

On this 25th day of March, 2024, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to adjourn. Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

**THE ABOVE FOREGOING MINUTES OF COMMISSIONERS COURT OF
BOWIE COUNTY, TEXAS ON _____ DAY OF _____, 2024
WERE READ AND APPROVED _____ DAY OF _____, 2024**

**BOBBY L. HOWELL, COUNTY JUDGE
BOWIE COUNTY, TEXAS**

ATTEST:

**TINA PETTY, COUNTY CLERK
AND CLERK OF COMMISSIONERS COURT
BOWIE COUNTY, TEXAS**