



PROCLAMATION OF RECOGNITION  
DeKalb FFA Skills Teams

WHEREAS, Members of the DeKalb FFA Chapter traveled to Huntsville, December 3, to compete in Texas FFA's Leadership Career Development Events;

WHEREAS, More than 5,000 entries began the statewide tournament in 13 different events to reflect classroom instruction in basic leadership skill;

WHEREAS, DeKalb's Skills Presentation team qualified for the state competition by finishing first or second in one of the state's 66 district competitions;

WHEREAS, DeKalb's Skills Presentation team finished as the 7<sup>th</sup> place Team in the state. Members were Stephanie Motes, Blake Birdsong, and Luke Daniel;

WHEREAS, DeKalb Greenhand Skills Team were the District Champion and Area Champion;

WHEREAS, DeKalb Greenhand Skills Team were crowned the State Champions at the state contest. Members include Kyndra Andrews, Cole Triplett, and Thomas Baird; and

WHEREAS, it is the desire of Bowie County Commissioners, Sammy Stone, Tom Whitten, James Strain, and Mike Carter to recognize the DeKalb FFA Chapter Skills Team and Greenhand Skills Team.

NOW, THEREFORE, I Bobby Howell, Bowie County Judge, do hereby recognize and extend warmest congratulations to DeKalb FFA Chapter Skills Team and Greenhand Skills Team, for their exceptional skills and do hereby wish DeKalb FFA Chapter Skills Team and Greenhand Skills Team the very best for the future.

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Judge Bobby Howell

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Sammy Stone

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Tom Whitten

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James Strain

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Mike Carter



**Gary Halbrooks**  
Chairman

**Vacant**  
Vice Chair

**Board Members**

*Bowie County*  
**Cory Floyd**  
**Andrea Williams-McCoy**

*Camp County*

*Cass County*  
**Brian Whatley**

*Cherokee County*  
**Ben Hamilton**

*Gregg County*  
**Dan Droege**  
**Keith Honey**  
**Dave Spurrier**

*Harrison County*  
**Dr. James Harris**  
**Robbie Shoults**

*Kaufman County*  
**Robert Messer**

*Panola County*

*Rusk County*  
**John Cloutier**

*Smith County*  
**Derrick Choice**  
**Marcia Daughtrey**

*Titus County*  
**Nathan Priefert**

*Upshur County*  
**Larry Morse**

*Van Zandt County*  
**Chet Clayton**

*Wood County*  
**Jason Ray**

November 1, 2021

Honorable Bobby Howell  
710 James Bowie Drive  
New Boston, TX 75570

Dear Judge Howell,

This letter is to inform you that Bowie County Board member Andrea Williams-McCoy and Cory Floyd's, terms on the NET RMA Board of Directors will expire on February 1, 2022.

Per statute, Andrea Williams-McCoy and Cory Floyd may be reappointed by the Commissioners Court, if it so desires. If Bowie County chooses to appoint a new board member, please notify me as soon as possible so that we may begin the initiation process, including completion of the Conflict-of-Interest forms.

Please feel free to contact me if you have any questions. I thank you for your support of the NET RMA and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Halbrooks", written over a light blue horizontal line.

Gary Halbrooks  
Chairman, NET RMA

Cc: Andrea Williams-McCoy  
Cory Floyd

RESOLUTION APPOINTING ANDREA WILLIAMS MCCOY AND CORY J. FLOYD  
TO THE BOARD OF DIRECTORS OF  
THE NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY (NET RMA)

WHEREAS, Bowie County appointed Andrea Williams McCoy and Cory J. Floyd to the NET RMA Board of Directors in February of 2017;

WHEREAS, those NET RMA board appointments have since expired; and

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONER'S COURT OF BOWIE COUNTY, TEXAS, Andrea Williams McCoy and Cory J. Floyd are hereby re-appointed to serve on the NET RMA Board of Directors each for one (1) year term to expire on February 1, 2023.

REVIEWED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Sammy Stone

\_\_\_\_\_  
James Strain

\_\_\_\_\_  
Tom Whitten

\_\_\_\_\_  
Mike Carter

\_\_\_\_\_  
Judge Bobby Howell – Bowie County

\_\_\_\_\_  
Attest: Tina Petty, County Clerk

**TEXAMERICAS CENTER  
LEASE AGREEMENT  
CENTRAL CAMPUS**

**TERMS AND DEFINITIONS**

**Date:** December 29, 2021

**Landlord:** TexAmericas Center

**Landlord's Mailing Address:**

TexAmericas Center  
107 Chapel Lane  
New Boston, Bowie County, Texas 75570

**Tenant:** Bowie County

**Tenant's Mailing Address:**

Bowie County Election Office  
710 James Bowie Drive  
New Boston, TX 75570

**Premises, which includes an igloo storage bunker situated at TAC West, Area A on Row #14 in New Boston, Bowie County, Texas and described as follows:**

Approximate Square Feet: 1,622

Name of Building: Igloo Bunker No. A-1407

Street Address/Suite: TAC West Area A, Row #14

City, State, ZIP: New Boston, TX 75570

**Base Rent (monthly):** \$0 per month (\$0 per square foot of space annually and \$0 per acre annually)

**Additional Rent:** reimbursement of utility costs to keep the facility climate controlled.

**Term (months):** 12 months, tenant can terminate with 10 days written notice.

**Commencement Date:** January 1, 2022

**Termination Date:** December 31, 2022

**Security Deposit:** \$0

**Ad Valorem Tax/PILOT Deposit:** \$0

**Use:** Storage of Election Equipment

**Amount of Liability Insurance:**

Death/Bodily Injury: \$1,000,000.00

Property Damage: \$100,000.00

**Guarantor:** N/A

**Guarantor's Address:** N/A

**"Rent"** means base rent plus any other sums of money due Landlord by Tenant.

**"Landlord"** means Landlord and its agents, employees, or licensees.

**"Tenant"** means Tenant and its agents, employees, invitees, licensees, or visitors.

## **LEASE CLAUSES AND COVENANTS**

**A. Unless otherwise provided in other provisions of this Agreement, Tenant agrees to--**

1. Lease the Premises for the entire term beginning on the commencement date and ending on the termination date.
2. Accept the Premises in their present condition "as is", the Premises being currently suitable for Tenant's intended use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (c) any rules and regulations for the Building and Common Areas adopted by Landlord.
4. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address.
5. Pay, as additional rent, all other sums due under this lease.

6. Pay a late charge of five (5%) percent of any rent not received by Landlord by the tenth day of the month in which it is due.

7. Pay for all utility services used by Tenant. The cost for individual meters for utility services and installation of them will be paid by Tenant if individual meters to the Premises are not in place at the time of the execution of this agreement. The cost of any utilities or services provided by the U.S. Army, shall be subject to reasonable rules and regulations applicable to commercial users of such utilities and to the pricing policy set forth by the U.S. Army.

8. Tenant acknowledges and agrees that it shall be responsible for and pay its proportionate share of the "TexAmericas Center-Central common area charges" based upon the square footage of the Premises as a percentage of the total area of the TexAmericas Center-Central development area (excluding the "common areas"). The common areas are those areas of TexAmericas Center-Central used by and/or for the benefit of all property owners or tenants within TexAmericas Center-Central, including but not limited to parks, recreational facilities, walkways, roadways and public parking areas. "Common area charges" are those property taxes, user charges, payments in lieu of taxes, maintenance, improvement, and betterment charges, and other local, county, TexAmericas Center, or other governmental assessments on or against the common areas. The common area charges, other than taxes, shall not exceed ten cents (\$0.10) per \$100.00 valuation of the Premises based upon the fair market value thereof as determined by the Bowie Central Appraisal District for the year in which the assessment is made. Landlord shall notify Tenant of the amount of the assessment, and Tenant shall pay said assessment within thirty (30) days.

9. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

10. Repair, replace, and maintain in good condition and repair the Premises.

11. Repair any damage to the Premises caused by Tenant, its employees, customers, invitees, contractors and agents.

12. Keep the sidewalks, service ways, and loading areas adjacent to the Premises clean and unobstructed.

13. Maintain insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured for the coverages and amounts as follows:

<u>COVERAGE</u>	<u>MINIMUM AMOUNT</u>
Commercial General Liability (occurrence basis)	Each Occurrence: \$1,000,000.00 General Aggregate: \$2,000,000.00
Business Auto Liability	Combined Single Limit of \$1,000,000.00
Workers' Compensation Insurance	Statutory Amount

14. Maintain insurance on Tenant's personal property.

15. Deliver certificates of insurance to Landlord before the commencement date and upon each policy renewal.

16. Indemnify, defend and hold Landlord harmless from any injury (and any resulting or related claim, action, loss, liability, or reasonable expense, including attorney's fees and other fees and Court and other costs) occurring in any portion of the Premises. The indemnity contained in this paragraph (a) is independent of Tenant's insurance, (b) will not be limited by comparative negligence statutes or damages paid under the Workers' Compensation Act or similar employee benefit acts, (c) will survive the end of the term, and (d) will apply even if any injury is caused in whole or in part by the ordinary negligence or strict liability of Landlord but will not apply to the extent an injury is caused by the gross negligence or willful misconduct of Landlord.

17. Pay all costs caused by Tenant's introduction of materials, other than ordinary human waste, into the sanitary sewer system.

18. Vacate the Premises and return all keys to the Premises on termination of this lease.

19. On request, execute an estoppel certificate that states the commencement and termination dates of the lease, identifies any amendments to the lease, describes any rights to extend the lease term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

20. The Tenant (a) shall not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, material, waste or oil, as said terms are defined by Section 101 (14) of the Comprehensive Environmental Response, Compensation Liability Act (42 U.S.C. sec. 9601(14)), Section 3001 (a) of the Resource Conservation and Recovery Act (42 U.S.C. §6921 (a)), as amended from time to time, and regulations promulgated pursuant thereto ("Hazardous Substance"), without the prior written consent of the Landlord, and, without the appropriate permits required by all applicable local, state and federal statutes, rules and regulations; (b) shall give prompt written notice to Landlord and all appropriate regulatory authorities of any such release or threatened release of any Hazardous Substances on the Premises, caused by or related to the activity of the Tenant, its agents, employees, contractors or invitees, and (c) at its own expense, shall promptly contain and remediate any such release in accordance with applicable law and regulations.

21. Contract and pay for all janitorial, cleaning, and the regular (not less than once per week) collection and removal of all trash, garbage and scrap materials generated by Tenant's operations on the Premises,

22. Pay all real property taxes assessed on the Premises and Improvements as a result of this Lease Agreement regardless of whether said taxes are assessed upon the fee estate of the property or only the leasehold estate for the period commencing upon the first day of the term of this Lease and continuing through the end of the calendar year in which the term ends.

23. Tenant Payment in Lieu of Taxes (PILOT). If Tenant's leasehold interest in the Premises is or hereafter becomes exempt from real property taxes, Tenant shall pay to Landlord annually a payment in lieu of taxes (PILOT) in an amount as agreed by Landlord and Tenant; provided, however, that said PILOT shall not exceed the amount that Tenant would be required to pay in real property taxes if the leasehold interest were not exempt. If Landlord and Tenant are not able to agree upon the amount of the PILOT within ninety (90) days after the leasehold interest becomes exempt from taxes, the amount of the PILOT shall be an amount equal to ninety percent (90%) of what the real property taxes would be if the leasehold interest were not exempt. Landlord and Tenant shall document the agreement regarding the PILOT as an amendment to this Lease Agreement. The agreement may be for a single year, or multiple years, and may, or may not, provide for an adjustment of the PILOT periodically. If at any time the PILOT agreement of the parties lapses, expires or is terminated pursuant to its terms, and the leasehold interest is exempt from real property taxes, Tenant shall pay to Landlord annually a PILOT in an amount equal to ninety percent (90%) of what the real property taxes would be if the leasehold interest were not exempt. PILOT payments shall be payable to Landlord on or before January 31 of each year.

24. Pay for all municipal services (Police, Hazardous Spill Response, Emergency Medical Response and Fire Protection) used by Tenant, its employees, guests, invitees, and any and all persons while upon the Premises. Said services shall be furnished by local law enforcement agencies (Police) and by the U.S. Department of the Army (other services) as provided in that certain Municipal Services Agreement between Red River Army Depot and Red River Redevelopment Authority dated the 4<sup>th</sup> day of February, 1998, as it may be amended from time to time. Tenant shall pay to, or reimburse, Landlord for all municipal services furnished to Tenant or to persons on the Premises within ten (10) days after receipt of an invoice for said services from Landlord. Tenant shall be entitled to receive and shall handle all documentation for reimbursement by insurance companies or other third party benefit plan providers.

25. Upon termination of this lease to restore the premises and all internal and external equipment and systems (except equipment and alterations approved by TAC) to substantially the same condition as found at the start of the lease period with the exception of reasonable wear and tear.

26. Install and maintain any dilution tanks, holding tanks, settling tanks, sewer sampling devices, sand traps, grease traps, or other devices required by Landlord or by law for the Permitted Use of the sanitary sewer system.

27. If the Premises are served by rail and if requested by the railroad, enter into a joint maintenance agreement with the railroad and bear Tenant's Pro Rata Share of the cost of maintaining the railroad spur.

**B. Tenant agrees not to--**



1. Use the Premises for any purpose other than that stated in the basic lease terms and definitions.
2. (a) Create a nuisance, (b) interfere with any other tenant's normal business operations or Landlord's management of the building, (c) permit any waste, or (d) use the Premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.
3. Change Landlord's lock system without the written consent of Landlord.
4. Alter the Premises without the written consent of Landlord.
5. Allow a lien to be placed on the Premises.
6. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
7. Erect signs of any size upon the Premises without Landlord's prior written approval.

**C. Unless otherwise provided in other provisions of this Agreement, Landlord agrees to--**

1. Lease to Tenant the Premises for the entire term beginning on the commencement date and ending on the termination date.
2. Repair, replace, and maintain the (a) roof, (b) foundation, and (c) Common Areas (if any).
3. Insure the building against all risks of direct physical loss in an amount determined by Landlord in its sole discretion; Tenant will have no claim to any proceeds of Landlord's insurance policy.
4. Return the security and ad valorem tax deposits to Tenant, less itemized deductions, if any, including but not limited to actual ad valorem taxes due, or the estimated amount to become due, within thirty days after the termination of this lease or after the ad valorem taxes are paid, as applicable; provided, Tenant has given to Landlord an address specifically for that purpose.

**D. Landlord agrees not to--**

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

**E. Landlord and tenant agree to the following:**

1. **Alterations.** Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair

any alterations, and restore the Premises to the condition existing at the commencement date, normal wear excepted.

2. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Tenant shall not be entitled to abate rent for any reason.

3. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

4. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

5. **Casualty/Total or Partial Destruction.** (a) If the Premises are damaged by casualty, Landlord has an option to restore or not to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, it shall continue and Landlord shall restore the Premises as provided in (a) above. (b) To the extent the Premises are untenantable after the casualty and the damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable.

6. **Condemnation/Substantial or Partial Taking.** (a) If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. **Uniform Commercial Code.** Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement. Tenant hereby appoints Landlord as its attorney-in-fact to execute on behalf of and in the name of Tenant such Uniform Commercial Code financing statements as necessary to perfect the security agreement.

8. **Default by Landlord/Events.** Default by Landlord is failing to comply with any provision of this lease within thirty days after written notice.

9. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to (a) sue for damages, or in the alternative, (b) terminate this lease. The obligations and

liability of Landlord shall be binding only upon the Premises but not on any other assets of Landlord. Tenant shall look solely to Landlord's interest in the Premises in pursuit of its remedies. The general assets of Landlord, its directors, officers, employees, agents and representatives shall not be subject to levy, execution, or other enforcement or collection procedures for satisfaction of the remedies of Tenant.

**10. Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating more than 25% of the Premises, or (c) failing to comply within thirty days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

**11. Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet and any deficiency after reletting; (b) enter the Premises and perform Tenant's obligations in which event Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord together with interest upon said sums at an annual rate equal to nine (9) percent per annum payable on demand and recoverable as additional rent; or (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

**12. Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

**13. Security and Ad Valorem Tax/PILOT Deposits; Deposit Processing Fee.**

A. **Security Deposit.** Upon execution of this Lease, Tenant shall deposit the sum of \$0 with Landlord as a deposit. Said deposit shall not accrue interest. Landlord may use the deposit to pay arrears of rent, to repair any damage or injury to the Premises, or to pay any expense or liability incurred by Landlord as a result of any default by Tenant under this Lease including but not limited to payment of ad valorem taxes upon the premises or the leasehold interest in the premises. If Landlord uses the deposit, or any portion thereof as authorized above, Tenant shall restore the deposit to its original amount within ten (10) days after notice from Landlord. Failure to restore the deposit to its original amount within the required time shall constitute a default under the Lease. Within 30 days after Tenant surrenders the Premises, or completion of repairs or replacement of damaged or destroyed property, whichever is later, Landlord shall return to Tenant any remaining portion of the deposit less the Processing Fee provided in Subsection C. below, after any lawful deductions, provided Tenant has given to Landlord an address specifically for that purpose. **IT IS SPECIFICALLY PROVIDED, HOWEVER, THAT TENANT SHALL NOT BE ENTITLED TO ANY PORTION OF THE SECURITY DEPOSIT AS A**

REFUND UNLESS TENANT GIVES LANDLORD SIXTY (60) DAYS NOTICE OF SURRENDERING THE PREMISES.

- B. **Ad Valorem Tax/PILOT Deposit.** Upon execution of this Lease Tenant shall deposit the sum of \$0 with Landlord as an Ad Valorem Tax/PILOT Deposit. Said deposit shall not accrue interest. Landlord may upon expiration or termination of this Lease use the deposit to pay the taxes actually due, or hold for payment of, estimated ad valorem taxes due or to become due upon the leased premises and for which Tenant is responsible under the Terms of this Lease. Provided Tenant pays all ad valorem taxes for which Tenant is responsible under this Lease, the deposit shall be refunded to Tenant at the address Tenant has given to Landlord for this specific purpose. If taxes have not been assessed and levied for the year in which this Lease expires or is terminated, Landlord may hold the deposit until said taxes have been determined; and, if Tenant does not pay said taxes at least 30 days before delinquency, Landlord may apply the deposit to the taxes due. Nothing in this subsection shall relieve Tenant of its obligation to pay ad valorem taxes upon the leased premises prior to delinquency as provided elsewhere in this Lease. In the event the Premises are exempt from real property taxes, the Ad Valorem/PILOT Deposit may be applied to any deficiency or default in payment of the PILOT as provided for in Section A.23 of this Lease.
- C. **Processing Fee.** Landlord shall be, and is hereby entitled and authorized to withhold and pay to Landlord a Processing Fee of \$100.00 from the refund by Landlord of the Security and/or Ad Valorem Tax Deposits for the purpose of defraying Landlord's lease administration expense, including but not limited to review of documents, tracking payment of the taxes, utilities and miscellaneous fees, coordination processing, and payment of security and Ad Valorem Tax deposits refunds and related expenses.
14. **Holdover.** If Tenant does not vacate the Premises following termination of this lease, Tenant shall be a tenant at will and shall vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term. The rent during any holdover period shall be two times the Base Rent.
15. **Alternative Dispute Resolution.** Landlord and Tenant shall submit in good faith to mediation before filing a suit for damages. Each party shall pay its own counsel fees and one-half of the mediators charges.
16. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.
17. **Choice of Law; Venue.** This agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas. Venue is in the county in which the Premises are located.

18. **Entire Agreement.** This lease, together with the attached exhibits and riders, if any, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

19. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

20. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

21. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

22. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the term by its expiration or termination as provided herein, without liability to Tenant for loss or damage.

23. **Subordination.** Landlord subordinates its security interest and liens to purchase-money security interests in Tenant's personal property.

24. **Extension Option(s).** Intentionally deleted

25. **Force Majeure.** In the event that performance by Landlord of any of its obligations under the terms of this agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, by any act of any branch of the United States Armed Forces, the Department of Defense, the Department of Homeland Security or any subordinate agencies, or by the occurrence of any other event beyond the control of the parties hereto, Landlord shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated and for Landlord to perform such obligations.

26. **Special Provisions:**

a. This Lease Agreement is made subject to, and Tenant agrees to be bound by those certain exceptions, limitations, covenants, conditions and reservations made by and in favor of the United States of America, acting by and through the Secretary of the Army in that certain Lease in Futherance of Conveyance Under Base Realignment and Closure (BRAC) dated May 18, 1999, and recorded in Volume 3504, Page 268 of the Real Property Records of Bowie County, Texas, and in that certain Deed Without Warranty dated the 20<sup>th</sup> day of May, 1999, and recorded in Volume 3072, Page 237 of the Real Property Records of Bowie County, Texas, to the extent either or both apply to the Premises.

b. Landlord reserves the right to include the Premises including the easement locations, if any, together with other adjoining property owned by Landlord in a subdivision plat and subject the property described in said platted subdivision to utility easements and common restrictive covenants; provided, however, that said restrictive covenants and easements shall no interfere unreasonably with Tenant's use and related uses. It shall not be necessary or required that Tenant join in the execution of any such plat dedication or declaration of restrictive covenants and easements.

**27. Advertising and Promotions Rights.** Tenant, by entering into this Lease Agreement, authorizes Landlord to use in its advertising and promotion of TexAmericas Center and its properties the fact that Tenant has leased property from Landlord including but not limited to photographs of the leased premises, Tenant signage, Tenant equipment and vehicles, and Tenant employees; inclusion of Tenant's name and any "doing business as" names in Landlord's client/customer listings; and quotations of Tenant and Tenant's representatives. This authorized use includes all forms of media including but not limited to print, radio and other audio media, television and other video media, internet and other telecommunications media, and social media such as Facebook, Twitter, LinkedIn and others. This section constitutes a license from Tenant to Landlord to use for the limited purposes set forth herein any and all trademarks, tradenames and related intellectual property generally available and visible to the general public.

**28. License for Access to Premises.** Landlord grants Tenant a license to use the roadways of Landlord for access to and from the Premises, said roadways being identified as follows (select only one by placing an X in the applicable option):

\_\_\_\_\_ All roadways including paved and unpaved roads;

\_\_\_\_\_ Only the paved roadways; or

  X   The following specific streets:

  TAC West, Area A North Patrol Road and Row #14 Road  \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

This is a non-exclusive license to use said roadways which shall terminate upon the termination of this lease.

**29. Governmental Immunity.** By execution of this Agreement, TexAmericas Center does not waive its governmental immunity except to the extent it is contractually liable for damages for failure to perform its responsibilities under this Agreement. This limited waiver of governmental immunity shall not extend to, or for the benefit of, any third parties.

30. **Annual Reports.** Tenant agrees to annually, on or about, June 30 of each year during the Term and all extensions of the Term, and at such other times as Landlord may request, to provide to Landlord a report setting forth the following information for the prior calendar year:

1. Maximum number of Full Time Equivalent jobs;
2. Minimum number of Full Time Equivalent jobs;
3. Total Payroll for jobs on the Premises;
4. An employee census by position (no names);
5. Number of employees making above the average wage for Bowie County as determined by the Texas Workforce Commission;
6. Average wage for all employees;
7. Such other information as Landlord may reasonably request to support its redevelopment efforts, including but not limited to information required by authorities issuing grants for which Landlord may apply.

The undersigned Landlord and Tenant execute this agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LANDLORD**

**TENANT**

**TEXAMERICAS CENTER**

**BOWIE COUNTY**

By: \_\_\_\_\_  
Scott Norton, Executive Director/CEO

By: \_\_\_\_\_  
Bobby Howell, County Judge

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Bowie } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 65739030

That we, Brandon Allison, 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 1 District Judge(s), his successors in office, in the sum of 2 Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 3rd day of January, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 3rd day of January, 2022, duly Appointed (Elected—Appointed) to the office of Assistant County Auditor in and for 3 Bowie County, State of Texas, for a term of 1 year commencing on the 3rd day of January, 2022.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of county auditor.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, 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  
\_\_\_\_\_.

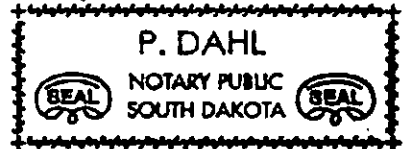
WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_,  
Texas, the day and year last above written.

\_\_\_\_\_  
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 3rd day of January,  
2022, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Auditor County of Bowie

bond with bond number 65739030

for Brandon Allison

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 3rd day of January, 2022.

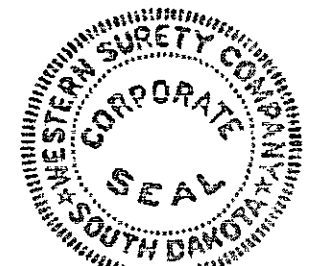
ATTEST

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 3rd day of January, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to [www.enasurety.com](http://www.enasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





Tel. 903/628-6721  
903/628-6722  
Fax 903/628-6836

*Donna Burns, CCF*  
Bowie County Treasurer

P.O. Box 248  
New Boston, Texas  
75570-0248

**Investment Report as of Deember 31, 2021**

**Bowie County, Texas**

**Investments (General Fund)**

Type Security	Amount	Rate	Maturity
CD	1,061,211.52	0.180%	08/17/22
CD	1,061,211.52	0.180%	08/17/22
CD	1,066,425.72	0.250%	06/28/22
CD	1,060,882.59	0.550%	02/15/22
CD	1,060,882.59	0.550%	02/15/22
CD	1,050,856.49	0.650%	01/09/22
CD	1,047,565.28	0.250%	06/19/22

**TexPool Accounts:**

General Fund Operating 10,729.22

Respectfully submitted,

A handwritten signature in black ink that reads "Donna Burns".

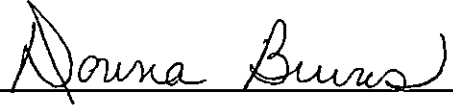
Donna Burns, County Treasurer

IN THE COMMISSIONERS COURT OF BOWIE COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF BOWIE

I hereby certify that the attached Quarterly Investment Report for the Quarter ending December 31, 2021, submitted to the Court for approval, is true and correct to the best of my knowledge.



---

Donna Burns, County Treasurer

We hereby certify that the Quarterly Investment Report was provided by the County Treasurer according to the provisions of Government Code 2256: and that the same is hereby approved entered into the minutes of the Bowie County Commissioners Court on January 10, 2022.

---

Bobby Howell, County Judge

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Sammy Stone, Commissioner Pct 1

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Tom Whitten, Commissioner Pct 2

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James Strain, Commissioner Pct 3

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Mike Carter, Commissioner Pct 4

ATTEST: \_\_\_\_\_

County Clerk

**INVOCATION**

Commissioner Pct. 3-James Strain, DeKalb, TX

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance to the United States

**COMMISSIONERS COURT MINUTES  
DECEMBER 27, 2021**

**BE IT REMEMBERED**, that on this 27<sup>th</sup> day of December, 2021, 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 22<sup>nd</sup> day of December, 2021 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 (absent)	Commissioner Pct. #4

Also in attendance were the following County Officials:

- County Auditor Jennifer Beckett
- County Clerk Tina Petty

**ANNOUNCEMENTS**

None

**REGULAR AGENDA ITEMS**

Court convened at 9:02 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 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Sammy Stone to table the request by Oak Grove Water Supply Corporation for a grant of approximately \$99,239.00 for water line infrastructure cost to be funded by the County's American Rescue Plan funds.

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

Motion carried.

- Item 4: On this 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to authorize the Election Administrator to sign the Republican Party and Democrat Party Primary Election Service Contracts for Primary and Runoff 2022.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.**
- Item 5: On this 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to declare fixed asset inventory items surplus.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.**
- Item 6: On this 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner Sammy Stone and duly second by Commissioner James Strain to give permission for District Clerk Lori Caraway to sign an agreement with Kofile for record/book preservation.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.**
- Item 7: On this 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to accept a donation from a private citizen, David Palladino, in the amount of \$300.00.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.**
- Item 8: On this 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve a Memorandum of Agreement between Red River Army Depot and Bowie County Sheriff's Department.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.**
- Item 9: On this 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Tom Whitten 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 10: On this 27<sup>th</sup> day of December, 2021, 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 11: On this 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Sammy Stone to approve the minutes as an Order of the Court (December 13, 2021).  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.**

**Item 12: Court recessed at 9:44 A.M. to go into Executive Closed Session to discuss security matters, personnel matters and litigation as allowed in the Government Code, Section 551.0725. Court reconvened at 10:12 A.M.**

**Item 13: On this 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner Sammy Stone and duly second by Commissioner James Strain to approve the Bowie County Election Office Continuity of Operations Plan and Incidence Response Plan.  
Motion was put a vote and all Commissioners voted yes and none voted no.  
Motion carried.**

**Item 14: There was no action taken to approve a Lease Agreement with TexAmericas Center for bunker number A-1407 for offsite storage of Election Emergency Equipment.**

**On this 27<sup>th</sup> day of December, 2021, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Tom Whitten to adjourn.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.**