

McCREARY, VESELKA, BRAGG & ALLEN, P.C.
ATTORNEYS AT LAW
P.O. Box 1269
Round Rock, Texas 78680

May 23, 2025

The Honorable Bobby Howell
Bowie County Judge
710 James Bowie Drive
New Boston, Texas 75575

RE: Resolution Requesting a Sheriff's Resale of Properties Acquired by Bowie Central Appraisal District, Trustee, at Delinquent Tax Sales

Dear Judge Howell:

Attached is a proposed resolution requesting a "Sheriff's" resale of properties acquired at delinquent tax sales by Bowie Central Appraisal District, Trustee.

The Bowie Central Appraisal District holds title to the properties shown on Exhibit "A" to the Resolution as Trustee, in trust, for the use and benefit of the respective taxing units which levy taxes on the respective properties. At the initial tax sale, these properties did not receive a sufficient bid and were bid in trust to the Bowie Central Appraisal District. An attempt should be made to sell these "trust" properties to recover some portion of the taxes due and to transfer title to persons who will pay taxes on these properties in the future.

In my opinion, the best method to resell these "trust" properties is a "Sheriff's Resale" as provided for by Section 34.05 (c) and (d) of the Texas Tax Code. Under this method, pursuant to a resolution passed by one of the taxing units which levies taxes on the properties held in trust, the properties are offered for sale at public auction by the Sheriff at the Courthouse. As the only taxing unit which levies taxes on ALL the properties, the County is the most logical choice to pass this resolution. A Notice of Sale will be printed in the newspaper to advise the public of the sale. The proposed resale date is July 1, 2025.

The resolution must be passed by June 23, 2025. Accordingly, please consider placing this resolution on the next agenda of the Commissioners' Court.

Please contact me with any questions at (800)447-8550. Thank you for your assistance.

Sincerely,



M. Elizabeth Vaughn

Enclosure
MEV/ach

cc: Mike Brower, Chief Appraiser, Bowie Central Appraisal District
Kim Kinder, Director of Collections, Bowie Central Appraisal District

STATE OF TEXAS

COUNTY OF BOWIE

**RESOLUTION REQUESTING THE RESALE
OF PROPERTIES ACQUIRED BY
THE BOWIE CENTRAL APPRAISAL DISTRICT, TRUSTEE
AT DELINQUENT TAX SALES
"THE COUNTY OF BOWIE, TEXAS RESALE RESOLUTION"**

WHEREAS, the properties described on the attached Exhibit A were offered for sale by the Sheriff of Bowie County, Texas, at a public auction pursuant to judgments entered by the District Court of Bowie County, Texas in the Cause Numbers appearing on attached Exhibit A, for foreclosure of tax liens securing payment of delinquent taxes on the property described on attached Exhibit A; and

WHEREAS, the properties described on the attached Exhibit A did not receive a sufficient bid at the public auction as set by law and were struck off to The Bowie Central Appraisal District, Trustee, in trust for the respective taxing units of Bowie County which levy taxes on the properties pursuant to Section 34.01 (j) Texas Tax Code; and

WHEREAS, TEX. TAX CODE § 34.05 (c) and (d) provide that any taxing unit that would be entitled to receive proceeds from the resale of the properties may request that the Sheriff sell the properties at a public sale to the highest bidder with no minimum bid required; and

WHEREAS, it is in the best interest of The County of Bowie, Texas, and all of the other taxing units of Bowie County to resell these properties to persons who will pay taxes on the properties in the future and to obtain the proceeds from the immediate resale of the properties.

THEREFORE, BE IT HEREBY RESOLVED that The County of Bowie, Texas, through the Commissioners' Court of Bowie County, does hereby request the Sheriff of Bowie County, Texas, to conduct public sales in the manner prescribed by the Texas Rules of Civil Procedure and § 34.05 (c) and (d) of the Texas Tax Code and sell the properties described on the attached Exhibit A to the highest bidder for cash.

THIS RESOLUTION WAS ADOPTED this _____ day of _____, 2025 by the Commissioners' Court of the County of Bowie, Texas.

County Judge

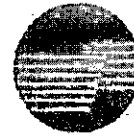
Attested: _____
County Clerk

**RESOLUTION REQUESTING A SHERIFF'S RESALE OF PROPERTIES
BOWIE COUNTY, TEXAS**

**July 1, 2025
EXHIBIT A**

CAUSE #	STYLE	PROP DESCRIPTION, ADDRESS, ACCT #
10C1279-102	Bowie Central Appraisal District v Frank Kirkland, Trustee et al	0.18 Acre, more or less, out of Abstract 434 of the MEP&P Rwy Co Survey, City of Texarkana, Bowie County, Texas, Account #15640001500 (Bid in Trust 7/2/2013)
		0.46 Acre, more or less, out of Abstract 434 of the MEP&P Rwy Co Survey, City of Texarkana, Bowie County, Texas, Account #15640003700 (Bid in Trust 7/2/2013)
11C0773-102	Bowie Central Appraisal District v William S. Feazell et al	Lot 11, Block 7, Peters Heights Addition to the City of New Boston, Bowie County, Texas, Account #18040003210 (Bid in Trust 7/2/2024)
18C0402-102	Bowie Central Appraisal District v Sharon Ann Fannell Harris	Lot 7 and 35 Feet of Lot 8, Block 7, Westmoreland Place Addition to the City of Texarkana, Bowie County, Texas, 1924 West 16th Street, Texarkana, Texas 75501-4647, Account #28580006700 (Bid in Trust 5/2/2023)
21C0032-102	Bowie Central Appraisal District v Jim Yandura	Lots 8 and 9, Block 4, Red Cut Heights Addition to the City of Texarkana, Bowie County, Texas, 2506 McIntyre St, Texarkana, Texas, Account #19340003900 (Bid in Trust 5/2/2023)
21C1288-102	Bowie Central Appraisal District v Virida Robinson	Lot 7, Block 3, Motz Heights Addition to the City of Texarkana, Bowie County, Texas, 1524 W 10th, Texarkana, Texas, Account #16640001500 (Bid in Trust 3/5/2024)
21C1453-102	Bowie Central Appraisal District v Matthew Looney	3.439 Acres, more or less, out of Abstract 263, of the J.S. Herring Survey, City of Maud, Bowie County, Texas, Fir Street, Maud, Texas, Account #10560012804 (Bid in Trust 3/5/2024)
		4.0 Acres, more or less, out of Abstract 133, J.M. Collins Survey, Bowie County, Texas, County Road 1203, Bowie County, Texas, Account #04140001800 (Bid in Trust 3/5/2024)
		Lot 4, Block 4, Cotton Belt Round House Addition to the City of Texarkana, Bowie County, Texas, 1611 Beaumont, Texarkana, Texas, Account #04620004600 (Bid in Trust 3/5/2024)
22C0623-102	Bowie Central Appraisal District v Ann Minuskin	The South half of Lot 2, Block E, Eubanks Addition, City of New Boston, Bowie County, Texas, 413 N Lindsey, New Boston, Texas, Account #07580005000 (Bid in Trust 10/1/2024)
22C1169-102	Bowie Central Appraisal District v Bruce Anderson	Lots 1 and 2, Block 21, Avondale Addition, City of Texarkana, Bowie County, Texas, 509 Robbins, Texarkana, Texas, Account #00560011500 (Bid in Trust 3/5/2024)
22C1181-102	Bowie Central Appraisal District v Aline Landrum	Lot 28, Block 12, Depot Gate Addition, Bowie County, Texas, Account #05600008900 (Bid in Trust 3/5/2024)
		Lot 26, Block 12, Depot Gate Addition, Bowie County, Texas, Account #05600008800 (Bid in Trust 3/5/2024)
23C0433-102	Bowie Central Appraisal District v Jude Marchetta	West 10 feet of Lot 8 and all of Lot 9, Tract 21, R. S. Beardens Boulevard Subdivision, Block 21 and 22, Estes Addition, City of Texarkana, Bowie County, Texas, 717 W 25th St, Texarkana, Texas, Account #01280000340 (Bid in Trust 3/5/2024)
		Lot 1, Block 1, Cotton Belt Round House Addition, City of Texarkana, Bowie County, Texas, Foster, Texarkana, Texas, Account #04620000100 (Bid in Trust 3/5/2024)
		Lot 9, Block 1, Cotton Belt Round House Addition, City of Texarkana, Bowie County, Texas, Willis, Texarkana, Texas, Account #04620000900 (Bid in Trust 3/5/2024)
		Lot 3, Block 4, Cotton Belt Round House Addition, City of Texarkana, Bowie County, Texas, Beaumont, Texarkana, Texas, Account #04620004500 (Bid in Trust 3/5/2024)
		Lot 2, Block 4, Cotton Belt Round House Addition, City of Texarkana, Bowie County, Texas, Beaumont, Texarkana, Texas, Account #04620004400 (Bid in Trust 3/5/2024)
		South 1/3 of Lots 1 and 2, Block 2, Munz Addition, City of Texarkana, Bowie County, Texas, 308 Elliott, Texarkana, Texas, Account #16680000910 (Bid in Trust 3/5/2024)
23C0519-102	Bowie Central Appraisal District v Bradley Reynolds	Lots 4 and 5, Block 1, Howell's 2nd Addition, City of Hooks, Bowie County, Texas, 402 E 10th, Hooks, Texas, Account #11300000700 (Bid in Trust 3/5/2024)

CAUSE #	STYLE	PROP DESCRIPTION, ADDRESS, ACCT #
23C0640-102	Bowie Central Appraisal District v Maxine Payton	Lot 5, Block 2, Wades Buchanan Addition, City of Texarkana, Bowie County, Texas, Garber, Texarkana, Texas, Account #27200001500 (Bid in Trust 10/1/2024)
23C0641-102	Bowie Central Appraisal District v Kairi Webster	0.80 Acre, more or less, out of the H. S. Janes Survey, Abstract 306, Bowie County, Texas, Wainwright Rd, Bowie County, Texas, Account #11680007100 (Bid in Trust 3/5/2024)
		0.80 Acre, more or less, out of the H. S. Janes Survey, Abstract 306, Bowie County, Texas, Wainwright Rd, Bowie County, Texas, Account #11680007200 (Bid in Trust 3/5/2024)
23C0782-102	Bowie Central Appraisal District v Aaron Holloway	25.00 Acres, more or less, out of the M. E. P. & P. R. W. Y. Co. Survey, Abstract 704, Bowie County, Texas, Account #15800000650 (Bid in Trust 10/1/2024)
23C1081-102	Bowie Central Appraisal District v Willie Haynes Steward	2.00 Acres, more or less, out of the Thomas Price Survey, Abstract 466 AKA Lot 1 of the Dan and Martha Haynes Partition Plat, Bowie County, Texas, Account #19060007500 (Bid in Trust 10/1/2024)
23C1099-102	Bowie Central Appraisal District v Costella Marion	Lots 3 & 4, Block 3, Piney Hills Subdivision, City of Nash, Bowie County, Texas, 420 Victory, Nash, Texas, Account #18260019500 (Bid in Trust 7/2/2024)
23C1147-102	Bowie Central Appraisal District v Kathryn Williams	1.00 Acre, more or less, out of the Wm. L. Browning Survey, Abstract 23, City of DeKalb, Bowie County, Texas, 146 E Elljoitt Ln, Account #02900026200/02900026201 (Bid in Trust 10/1/2024)
23C1149-102	Bowie Central Appraisal District v Samuel Yates	South half of Lot 4 and all of Lot 5, Block 8, Highland Park Addition, City of Texarkana, Bowie County, Texas, 2015 Hazel St, Texarkana, Texas, Account #10720010600 (Bid in Trust 10/1/2024)
23C1165-102	Bowie Central Appraisal District v Bonnie H. Marsh	Lot 7, Block 2, Eldridge Third Addition, City of Texarkana, Bowie County, Texas, Account #06800001500 (Bid in Trust 10/1/2024)
		North 39 feet of Lot 12, Block 179, Triggs Addition, City of Texarkana, Bowie County, Texas, Account #03841060800 (Bid in Trust 10/1/2024)
		Lots 7 and 8, Block 2, R.W. Hooks Addition, City of Texarkana, Bowie County, Texas, Account #11080001100 (Bid in Trust 10/1/2024)
		Lot 27, Block 2, Connor Heights Subdivision, Bowie County, Texas, Account #04480002900 (Bid in Trust 10/1/2024)
		West half of the East half of Lots 7 and 8, Block 130, Trigg's Addition, City of Texarkana, Bowie County, Texas, Account #03841023300 (Bid in Trust 10/1/2024)
		Lots 1, 2, and 3, Block 4, E.A. Dryers First Addition, City of Texarkana, Bowie County, Texas, Account #05900001500 (Bid in Trust 10/1/2024)
23C1356-102	Bowie Central Appraisal District v J. S. Hubbard	Lots 23 and 24, Evans Farm Subdivision, Bowie County, Texas, FM 560, Account #04280029900 (Bid in Trust 10/1/2024)
23C1360-102	Bowie Central Appraisal District v Courtra Whitaker	0.556 Acre, more or less, out of the Willis Whitaker Survey, Abstract 673, Bowie County, Texas, Macedonia Rd, Account #29080000300 (Bid in Trust 10/1/2024)
24C0142-102	Bowie Central Appraisal District v Marion Robertson	Lot 13 and 14, Block 8, Washington Heights Addition, City of Texarkana, Bowie County, Texas, 600 Richmond Rd, Texarkana, Texas, Account #27840009900 (Bid in Trust 10/1/2024)
24C0146-102	Bowie Central Appraisal District v W. B. Venable	Lots 21, 22, 23 and 24, Block 10, Watts Heights Subdivision, City of Nash, Bowie County, Texas, 453 Watts, Nash, Texas, Account #28120069400 (Bid in Trust 10/1/2024)
24C0150-102	Bowie Central Appraisal District v Thelma L. Jackson	Lots 7, 8, 9 and 10, Block 3, E. A. Dryers 2nd Addition, City of Texarkana, Bowie County, Texas, Texarkana, Texas, Account #05920003000 (Bid in Trust 10/1/2024)



TRANE

TRANE SERVICE AGREEMENT

Trane Office

Trane Commercial Sales Office
10303 Colonel Glenn Rd
Little Rock, AR 72204

Company Name

Bowie County
710 James Bowie Dr
NEW BOSTON, TX

Trane Representative

Chad Golden
Phone: (501)366-6578

75570 Site Address

Bowie County Courthouse
710 James Bowie Dr
NEW BOSTON, TX,
75570

Andrea Bratton
Cell: (479)264-6653

Proposal ID

7995785

**Contact Telephone Number for
Service**

(501)227-3009

January 3, 2025

**TRANE**

VALUE ADDED SERVICES

YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.



Account Manager
Chad Golden
Phone: (501)366-6578



Account Engineer
Andrea Bratton
(479)264-6653

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

FROM ANALYTICS TO RESULTS

As a service partner, Trane puts more knowing behind our doing. Data from your building enables Trane service technicians to focus their time and attention more productively. With analytics running constantly, Trane knows what's working fine, which issues need attention immediately—and which can wait—before our technicians ever enter your building.

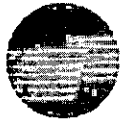
Furthermore, Trane documents our work and publishes the progress we've helped you achieve in periodic reports. You will see documented results, aligned to your Key Performance Indicators (KPIs) whenever possible.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



TRANE



SCOPE OF SERVICES

OPTION 4. BASIC REMOTE INSPECTIONS

Technician performs remote inspection of site concluding with summary of actions and findings—conducted remotely.

Advantages:

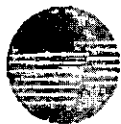
- Gain professional insight into concerns that may not have been identified
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work
- Issues and Findings Reporting as items are identified during the focused inspection

Implementation:

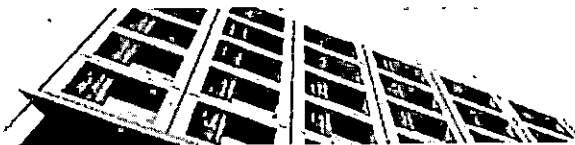
- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement
- 2 remote inspections a year as stated in the agreement.

These remote inspections cover the following, but are not limited to the items below:

Remote Inspection		
Inspection Tasks - Check Only		Pass/Fail Comments
Initial check in with the customer		
Does it have access via Command Center		
Print exception history report		
Does it have access via Trane Connect		
Record the time set in the SC (repair as applicable)		
IP address serial number, stand-alone SC?		
Check SMP expiration date (as applicable)		
License file, features supported		
Does SC have SD card		
Record the Outdoor Air conditions		
Run objects in override report (users)		
Run objects in alarm report (critical)		
Check alarms		
What version is the SC or SC+		
Check SC resources		
Data logs - check resources		
Program resources		
Security review		
Check communications		
Device count, what are they, VAV RTU, SCC, etc.		
Perform backup of SC and save in the appropriate shared database		



TRANE



OPTION 2 FULL REMOTE INSPECTIONS

Technician performs remote inspection of site concluding with summary of actions and findings—conducted remotely.

Advantages:

- Gain professional insight into concerns that may not have been identified
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work
- In-depth inspection of equipment communicating with controller
- Issues and Findings Reporting on alarms, equipment, controllers, sensors, ect.

Implementation:

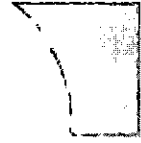
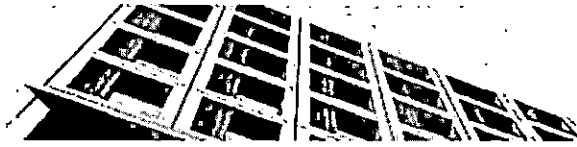
- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement
- 2 remote inspections a year as stated in the agreement.

These remote inspections include, but are not limited to, everything from the Basic Remote inspections and the table below:

Full Remote Inspection Tasks	Task Status	Comments
Review the exception history report		
Review the override report		
Review alarm report		
Review alarm routing		
Test alarm routing if applicable (setup test alarm if needed)		
Check is spaces are within norms +- 1.5 deg		
Review Equipment Performance		
Review Areas/Area Control		
Review VAS		
Review Chiller Plant Control		
Reviewing Data Logs		
Clean up data logs		
Verify devices go unoccupied		
Review global references		
Review Schedules		
Review Meters		
Review the graphics		
Add items as needed		
Add items as needed		



TRANE®



SOFTWARE UPDATE

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

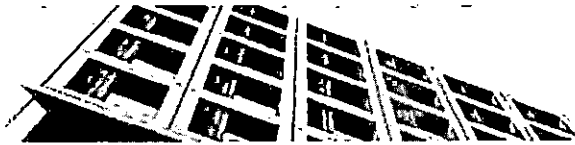
Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving

Digital Services Coverage		
OPTION	SCOPE	QUANTITY
Option 1	Focused Remote Inspections	2
	Software Update	1
Option 2	Full Remote Inspections	2
	Software Update	1
Option 3	Focused Remote Inspections	2
	Full Remote Inspections	2
	Software Update	1

**TRANE**

PRICING AND ACCEPTANCE

Site Address:
Bowie County Courthouse
710 James Bowie Dr
NEW BOSTON, TX
75570

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Options	Scope	Annual Amount USD	Payment USD	Payment Term
Option 1	Focused Inspections	\$2,793.00	\$698.24	Quarterly
Option 2	Full Inspections	\$6,477.00	\$1,619.25	Quarterly
Option 2	Quarterly Inspections	\$7,655.00	\$1,913.75	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 years, beginning **February 1, 2025** and expiring **January 31, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

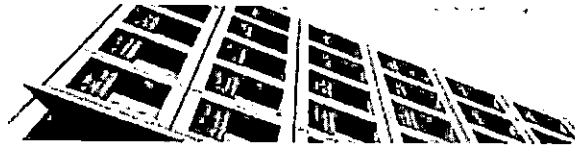
Following expiration of the initial term on **January 31, 2026**, this Agreement shall renew automatically for successive periods of 3 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (501)227-3009 or by direct mail addressed to: 10303 Colonel Glenn Rd, Little Rock, AR 72204.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.



TRANE



Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc. dba Trane

Authorized Representative

Submitted By: Chad Golden

Printed Name

Proposal Date: January 7th 2025

Phone: (501)366-6578

Title

License Number:

Purchase Order

Authorized Representative

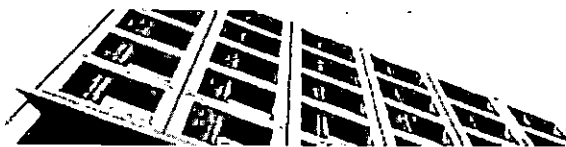
Title

Acceptance Date

Signature Date



TRANE



TERMS AND CONDITIONS

TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; gauges or disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper



TRANE



parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE, IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

11. **Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. **Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

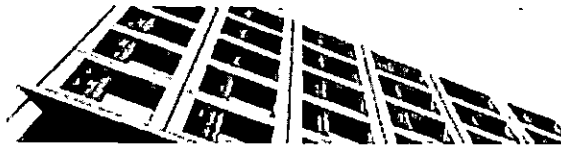
17. **Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-50, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-74; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13495 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee



TRANE



rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. **U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1024)
Supersedes
1-26.130-7(0724)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:

- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
- b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
- c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
- d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
- e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

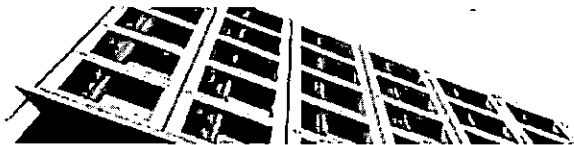
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.



TRANE



8. **Information Security Contact.** Trane's Information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. **Background Checks** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024

Supersedes: November 2023v2



TRANE[®]

SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
10303 Colonel Glenn Rd, Suite 1-O
Little Rock, AR 72204

Company Name

Site Address

Bowie County Plaza
601 Main St
Texarkana, TX 75501

Trane Representative

Chad Golden
Cell: (501) 366-6578
Office: (501) 366-6578

Proposal ID

7410327

Master Agreement

BowiePL25

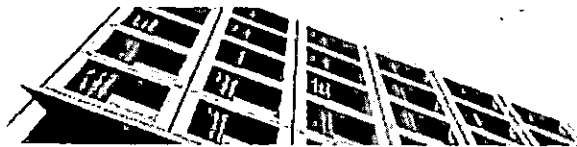
Contact Telephone Number for Service

(501) 227-3009

CO-OP Quote Number

Q6-682609-23-001

February 06, 2025



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



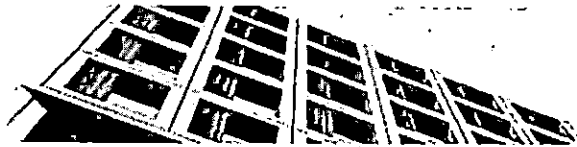
WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



TRANE



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures



TRANE



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



HVAC EQUIPMENT COVERAGE

Bowie County Plaza

The following "Covered Equipment" will be serviced at Bowie County Plaza:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Packaged Air Handling Unit	1	Carrier Corporation	28CW1636FB	7949	Air Handler 1
Packaged Air Handling Unit	1	Carrier Corporation	28CW1636FB	7949x	Air Handler 2

Service Description	Quantity Per Term
Filters (Service 1)	4
Quarterly (Service 2)	3
Annual (Service 3)	1
Copy of Belt Replacement (generic) (Service 8)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	TRACER SC+	NS-21489155	Tracer SC+

Service Description	Quantity Per Term
Annual Inspection (Tracer SC) (Service 4)	1
Software Upgrade and Renew SMP License (Service 5)	1
Quarterly Inspection (Tracer SC) (Service 10)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-60 Ton Air-Cooled Liquid Chiller - Taiwan	1	Carrier Corporation	30RAP0605D	3519Q66092	AC Chiller 60-Ton

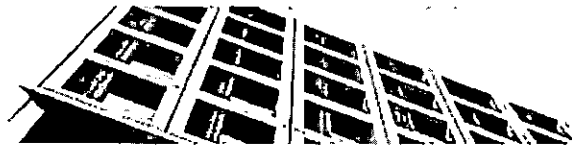
Service Description	Quantity Per Term
Annual Inspection (Service 6)	1
Quarterly Inspection (Service 7)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Armstrong Pumps Inc	3X3X8 4380	566345	Pump 3
Pumps	1	Other	G57002W11W	NS-21488175	Pump 1
Pumps	1	Other	G57002W11W	NS-21488391	Pump 2

Service Description	Quantity Per Term
Quarterly Pump Maintenance (Service 9)	4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer UC600 (BMUC)	1	Trane	UC600	NS-21489120	UC600
Tracer UC600 (BMUC)	1	Trane	UC600	NS-21489138	UC600
Tracer UC600 (BMUC)	1	Trane	UC600	NS-21489139	UC600

Service Description	Quantity Per Term
UC600 Inspection (Service 11)	4



PRICING AND ACCEPTANCE

Site Address:
Bowie County Plaza
601 Main St
Texarkana, TX 75501

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	18,258.20	1,521.52	Monthly

☐ Anticipation Discount Program (ADP). A one-time 3.00% discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be \$547.75 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

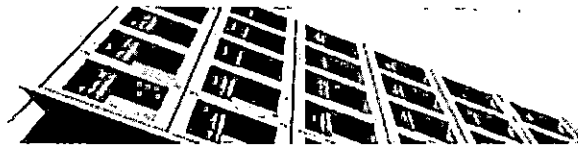
Term

The Initial Term of this Service Agreement is 1 year, beginning March 3, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on March 2, 2026, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (501) 227-3009 or by direct mail addressed to: 10303 Colonel Glenn Rd, Suite 1-O, Little Rock, AR 72204.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.



Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

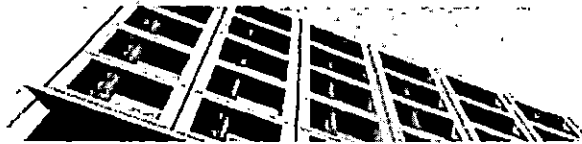
This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Submitted By: Chad Golden
Printed Name	Proposal Date: February 06, 2025 Cell: (501) 366-6578 Office: (501) 366-6578 License Number: 0035080624
Title	Authorized Representative
Purchase Order	Title
Acceptance Date	Signature Date

The Initial Term of this Service Agreement is 1 year, beginning March 3, 2025.
Total Contract Amount: \$18,258.20 USD.



TRANE



TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. **Payment.** Payment is due upon receipt of Company's Invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,



on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE, IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

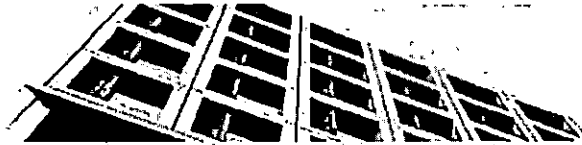
13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.



TRANE



15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

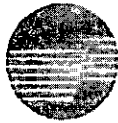
18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

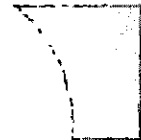
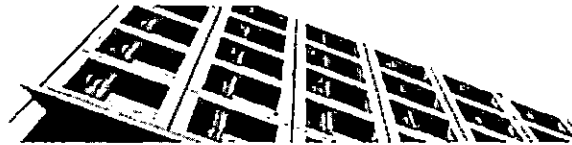
20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1024)
Supersedes 1-26.130-7 (0724)



TRANE



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



TRANE



- longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data: Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



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13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



TRANE



APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

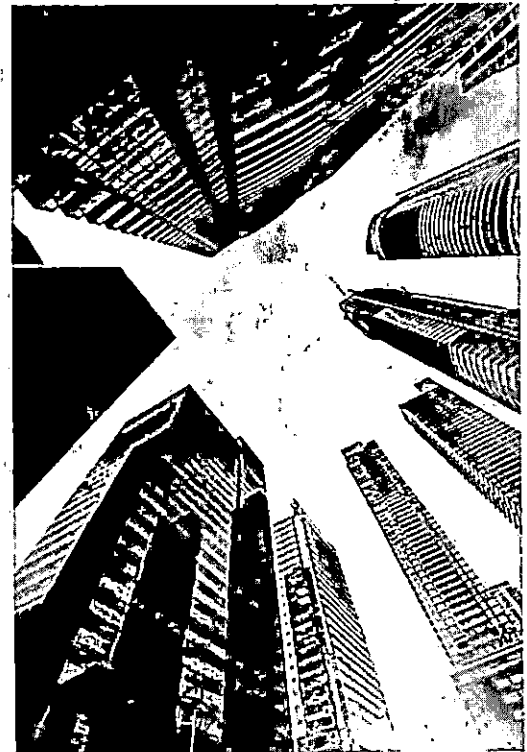
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

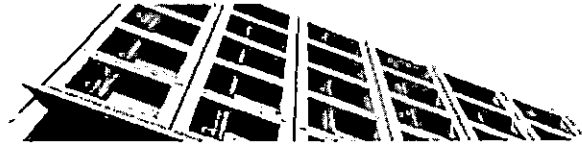
Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Filters

Description

- Change Filters

Service 2: Quarterly

Description

- Quarterly Inspection

Service 3: Annual

Description

- Annual Inspection

Service 4: Annual Inspection (Tracer SC)

Description

- Annual Inspection

Service 5: Software Upgrade and Renew SMP License

Description

- Get SMP License for Customer
- BAS Operational Check - is Everything Working/Communicating as Expected
- Apply New SMP License
- Software Upgrade

Service 6: Annual Inspection

Description

- Customer Notification
- Visual Condenser Coil Check
- Lock Out Tag Out (Standard)
- Electrical Inspection
- Meg Compressor Motor(s)
- Compressor Oil Level Check- Air-Cooled Scroll
- Oil Analysis - Air-Cooled Scroll
- Leak Test (High Pressure)
- Strainer Maintenance - BPHE Units
- Inspect Piping
- Coil Cleaning Solution
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- Clean and Repaint
- Remove Lock Out Tag Out, Restore to Normal Operation
- Manual Chiller Log (Applied)

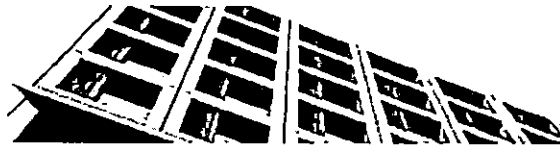
Service 7: Quarterly Inspection

Description

- Customer Notification of Unit Maintenance
- Visual Condenser Coil Check
- Shut Down Unit
- Compressor Oil Level Check- Air-Cooled Scroll
- Return Unit to Normal Operation
- Review Diagnostics
- Check Fans for Rubbing



TRANE



- Manual Chiller Log (Applied)

Service 8: Copy of Belt Replacement (generic)

Description

- Belt Replacement

Service 9: Quarterly Pump Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Quarterly Pump Maintenance
- Pump Coupling Inspection
- Remove Lock Out Tag Out

Service 10: Quarterly Inspection (Tracer SC)

Description

- Quarterly Inspection

Service 11: UC600 Inspection

Description

- Review Operation and Schedule of Controllers



03/25/2025

Service Contract

CAMCO Elevator

P O Box 5279

Texarkana, Texas 75505

CAMCO1@windstream.net

Nathan.Nichols@camcoelevator.com

Building Name & Location:

Bowie County

Annex

Texarkana TX

Date: 03/25/2025

Monthly Service Scope of work Description:

Maintenance Duties are stated below:

Labor and Material to inspect and service 2 Passenger Elevator located at the Bowie County Annex in Texarkana Texas.

Preform Preventative Maintenance on (2) Smartrise Evolve Hydraulic Controllers.

Maintenance Duties are stated below:

Car: Operator, Clutch, Safety Edge Hanger, Sheaves, Door Gibs, Shoe Guides, Pushbuttons, Car

Rollers, Car Hoist Sheave, Clean Car Top and Pit, Check Emergency Exit Lid, Lubricate Gates

and Doors

Machine Room: Oil Level, Brake, Selector, Relays and Contacts, Clean and Sweep, Check Pit for Water

Safety System: Car Safeties Lubrication, Governor and Sheaves, Hoist Ropes, Contacts and Interlocks, Tail Sheave

Hatchway: Rails and Buffers, Compensating Sheave, Sills and Door Drive, Hoist Cable Length, Traveling Cable, Lamps and pushbuttons. Overhead: Grease Sheaves, Bearing Seals, Check Fastenings

Obsolete parts are NOT covered in this contract!

Net 30 day pay

Contract is good for 3 years once signed and agreed upon!

Contract will AUTOMATICALLY RENEW unless notified 90 days before Date of Birth.



03/25/2025

The service shall include labor in connection with the making of one examination per month of the above elevators, and shall include cleaning and lubricating as necessary, the motor, interlocks, and controller; the greasing or oiling of guides, and such minor adjustments as appear reasonably necessary at the time of regular examinations. Additional service calls, call-backs and parts or supplies not specifically included will be supplied as an addition to contract price.

Perform annual state inspection with state inspector for additional cost

Total \$500.00 plus applicable state tax

Authorized Signature for Contract Acceptance:

X

Bowie County Annex

Owner

X

Gary Carlile (President)

CAMCO



03/25/2025

TOTAL-\$6,000.00 Per Year

***All quotes will be provided with notification of service repairs that are outside the monthly preventative maintenance.**

***All quotes will be provided at a Time & Material or Bid Job depending on what the job specs are.**

*** All state inspections, load testing, relief testing, Fire Service Test will be performed by Third Party Inspector.**

***3% increase in price per year for the term of contract until 2027**

Rate for Callouts is stated below:

Mechanic Rate- \$300.00 hr

Helper Rate- 150.00 hr

Mileage- \$1.30 per mile

Travel Time Mechanic- \$300.00 (1-hour)

Travel Time Helper-\$150.00 (1-hour)

* Any time after 5pm or before 8am is Time & Half (M-F)

* Saturday is Time & Half

* Sunday is Double Time

NO TRAVEL OVERTIME WILL BE CHARGED

Holidays

New Years

Easter

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas



TEXAS ANIMAL HEALTH COMMISSION
Serving Texas Animal Agriculture Since 1893

**MEMORANDUM OF AGREEMENT BETWEEN
TEXAS ANIMAL HEALTH COMMISSION
AND**

Bowie County Sheriff's Office

This MEMORANDUM OF AGREEMENT ("MOA") or ("Agreement") is entered into by and between the Texas Animal Health Commission (TAHC) and the Bowie Co. Sheriff's Office pursuant to the authority granted by and in compliance with the provisions of Texas Government Code Chapter 791.

SECTION I PARTIES TO THE MOA

Performing Agency: Bowie Co. Sheriff's Office
Receiving Agency: **Texas Animal Health Commission**

SECTION II BACKGROUND AND PURPOSE

TAHC has sought the assistance and cooperation of Bowie Co. Sheriff's Office "Law Enforcement Agency" to provide TAHC inspectors with security services through the presence of marked patrol vehicles and uniformed law enforcement officers during livestock shipment inspections operations at high non-compliance locations.

Pursuant to Texas Agriculture Code § 161.048 and Texas Administrative Code § 51.6, the TAHC has the authority to stop and inspect vehicles entering or moving through this state to determine if they meet the entry requirements, and/or movement requirements.

TAHC does not have the law enforcement presence on the highways required to implement a livestock shipment inspection operation and to facilitate inspection of vehicles. In addition, the presence of law enforcement personnel and vehicles will improve the safety of TAHC staff working at the inspection locations.

SECTION III STATEMENT OF SERVICES TO BE PERFORMED

- A. Law Enforcement Agency will perform the following services:
1. Law Enforcement Agency will provide security for livestock shipment inspections operations by scheduling a uniformed law enforcement officer to be present continuously for the duration of each scheduled operation in high



non-compliance areas.

2. Law Enforcement Agency will pursue, pull over, and return-to-site all drivers transporting livestock, both full and empty trailers, that fail to stop at designated inspection sites.
3. Law Enforcement Agency may, at its discretion, rotate law enforcement officers during an operation.
4. Scheduling will be coordinated by authorized Law Enforcement Agency staff and TAHC staff.
5. As part of this agreement, the following documents must be submitted by the Law Enforcement Agency prior to services being commenced:
 - a. AP-152 form
 - b. 147-C IRS Form (this form is only required if your agency has not previously done business with the State of Texas)
 - c. Direct Deposit form (this form is optional)

B. TAHC will perform the following services:

1. The TAHC will schedule, with Law Enforcement Agency's agreement, 12-hour or shorter livestock shipment inspection operations at agreed upon locations, beginning on the agreement's effective date, as needed. The number of operations is subject to available funds under this agreement. Locations and dates may be subject to change should scheduling conflicts arise; provided, however, that the TAHC will coordinate new locations and dates with Law Enforcement Agency.
2. The TAHC will provide equipment and supplies needed to conduct the livestock shipment inspection operations.
3. A designated TAHC inspector will be on-site for all livestock shipment inspection operations and will serve as the official timekeeper.

SECTION IV AGREEMENT AMOUNT AND BASIS FOR CALCULATING COSTS

TAHC will reimburse Law Enforcement Agency based upon hourly rate of \$45 per



hour per law enforcement officer. Invoices are due within 30 days Invoices are due within 30 days of the completion of each shift. In accordance with the prompt payment law, TAHC will remit payment to Law Enforcement Agency on or before the 30th calendar day after TAHC's receipt of a correct invoice.

The total amount of this agreement will not exceed \$10,000 during the term of the agreement.

SECTION V TERM OF AGREEMENT AND AMENDMENTS

This agreement is effective upon the date it is fully executed and will terminate on August 31, 2025, or upon written request of either party with 30 calendar days' advance written notice, whichever occurs earlier. This agreement may only be amended or extended by mutual written agreement of the parties.

SECTION VI NOTICE

The respective parties will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to Law Enforcement Agency: Bowie Co. Sheriff's Office
1000 N. State Line Avenue
TEXARKANA, TX 75781

If to TAHC: Clint Sturrock
P.O. Box 12966
Austin, TX 78711
Clint.Sturrock@tahc.texas.gov
Phone: (936) 727-0047

SECTION VII CERTIFICATIONS

- A. The services or resources specified in this agreement are necessary and authorized for activities that are properly within the statutory functions and programs for each party;
- B. The proposed arrangements serve the interest of efficient and economical administration of state government; and



TEXAS ANIMAL HEALTH COMMISSION
Serving Texas Animal Agriculture Since 1893

- C. The services or resources agreed upon are not required by Article XVI, Section 21 of the Texas Constitution to be provided under a contract awarded to the lowest responsible bidder.

The undersigned signatories have full authority to enter into the Agreement on behalf of the respective parties.

Texas Animal Health Commission

Law Enforcement Agency

Date: _____

Date: _____

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

THE STATE OF TEXAS

County of Bowie

ss.

Bond No. 101527087

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Katelyn Derrick, 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 bound
unto Bowie County Auditors Office, his successors in office, in the sum of
Five Thousand Dollars (\$5,000.00) DOLLARS, for the payment of which we
hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 19th
day of May, 2025, duly Appointed
to the office of Assistant Auditor in and for Bowie
County in the State of Texas, for a term beginning the 19th day of May, 2025 and ending the 19th day of May, 2026.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid
officer, and shall
faithfully perform duties of the 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 3rd day of June, 2025.

Katelyn Derrick

Principal

Katelyn Derrick

Merchants Bonding Company (Mutual)

By:

Kimberly N Wilson-Murphy
Kimberly N Wilson-Murphy Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

ss.

Before me, _____, a notary public, on this day personally appeared

Katelyn Derrick 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 _____

this _____ day of _____

SEAL

PO 0123 TX (2/15)

County, Texas.

DATE 06/04/2025 14:50

INVENTORY DISPOSALS OF ALL DEPARTMENTS

INV106 PAGE 1

DISPOSAL DATE RANGE FROM: 04/11/2025 TO: 06/03/2025

0.00 MINIMUM PURCHASE PRICE REPORTED

INVENTORY NUMBER	SEQ NO	CLASS FUNC	DESCRIPTION CAT	SERIAL NUMBER	PURCHASE DATE	DISPOSAL DATE	PURCHASE PRICE	DEPRICIATION Y-T-D	ACCUMULATED	DISPOSAL VALUE
DEPARTMENT 010 495 AUDITOR										
0000004974		P01 04 001	HP LASERJET PRINTER-PAYROLL	-----CNBCNDK246	02/05/2021	05/28/2025	811.86	0.00	0.00	0.00
DEPARTMENT 1 COUNTS - TOTALS:							811.86	0.00	0.00	0.00
DEPARTMENT 010 555 N/A										
0000005217-	38	G01 04 001	HAND HELD RADIOS	-----681CYF1421	05/18/2022	05/15/2025	4,005.35	0.00	0.00	0.00
DEPARTMENT 1 COUNTS - TOTALS:							4,005.35	0.00	0.00	0.00
DEPARTMENT 010 560 SHERIFF										
0000003312		P01 04 001	NIKON D90	-----3441998	08/19/2010	04/17/2025	1,149.00	0.00	0.00	0.00
0000003545		P01 04 001	XTL2500 MOBILE RADIOS	-----518CMV0166	10/11/2011	04/17/2025	1,210.00	0.00	0.00	0.00
0000003596		P01 04 001	XTL 2500 DIGITAL MOTOROLA RA	-----518CPB0334	08/12/2012	04/17/2025	3,323.80	0.00	0.00	0.00
0000004119		P01 04 001	NFORCE LED LIGHTBAR		11/28/2016	04/17/2025	1,732.00	0.00	0.00	0.00
0000004119-	2	P01 04 001	NFORCE LED LIGHTBAR		11/28/2016	04/17/2025	1,732.00	0.00	0.00	0.00
0000004119-	3	P01 04 001	NFORCE LED LIGHTBAR		11/28/2016	04/17/2025	1,732.00	0.00	0.00	0.00
0000004119-	4	P01 04 001	NFORCE LED LIGHTBAR		11/28/2016	04/17/2025	1,732.00	0.00	0.00	0.00
0000005699-	13	P01 04 001	CUSTOM ALPHA ELITE AXII VEST		05/30/2024	05/30/2025	850.00	0.00	0.00	0.00
DEPARTMENT 8 COUNTS - TOTALS:							13,460.80	0.00	0.00	0.00
DEPARTMENT 010 561 CORRECTIONAL CENTER										
0000002040		P01 04 001	ROOF TOP UNIT		02/12/2001	04/17/2025	1,105.25	0.00	0.00	0.00
0000002040-	1	04 001	ROOF TOP UNIT		02/12/2001	04/17/2025	1,105.25	0.00	0.00	0.00
0000002040-	2	04 001	ROOF TOP UNIT		02/12/2001	04/17/2025	1,105.25	0.00	0.00	0.00
0000002061		P01 04 001	AIR CONDITONER UNIT	-----360DG30712	12/19/2000	04/17/2025	3,886.18	0.00	0.00	0.00
0000002360		P01 04 001	BOOSTER HEATER ELECTRIC		10/12/2004	04/17/2025	1,864.00	0.00	0.00	0.00
0000002953		P01 04 001	10 TON GAS PK UNIT		06/13/2008	04/17/2025	6,280.00	0.00	6,280.00	0.00
0000002953-	1	P01 04 001	10 TON GAS PK UNIT		06/13/2008	04/17/2025	6,280.00	0.00	6,280.00	0.00
0000002953-	2	P01 04 001	10 TON GAS PK UNIT		06/13/2008	04/17/2025	6,280.00	0.00	6,280.00	0.00
0000002953-	3	P01 04 001	10 TON GAS PK UNIT		06/13/2008	04/17/2025	6,280.00	0.00	6,280.00	0.00
0000002953-	4	P01 04 001	10 TON GAS PK UNIT		06/13/2008	04/17/2025	6,280.00	0.00	6,280.00	0.00

DISPOSAL DATE RANGE FROM: 04/11/2025 TO: 06/03/2025

0.00 MINIMUM PURCHASE PRICE REPORTED

INVENTORY NUMBER (CONTINUED)	SEQ NO	FUNC CAT	CLASS CAT	DESCRIPTION -----SERIAL NUMBER	PURCHASE DATE	DISPOSAL DATE	PURCHASE PRICE	*----- Y-T-D	DEPRICIATION ACCUMULATED	DISPOSAL VALUE
DEPARTMENT 010 561 CORRECTIONAL CENTER										
0000003330	P01	04	001	HOBART FOOD SLICER -----56-1319286	10/08/2010	04/17/2025	4,642.00	0.00	0.00	0.00
0000003478	P01	04	001	A/C UNITS	08/22/2011	04/17/2025	12,000.00	0.00	12,000.00	0.00
0000003646	P01	03	001	INSTALL COMPRESSORS ON ROOF	02/25/2013	04/17/2025	10,400.00	0.00	10,400.00	0.00
0000003672	P01	04	001	AC UNIT	06/24/2013	04/17/2025	5,800.00	0.00	5,800.00	0.00
0000003884	P01	03	001	15 TON AC UNIT	03/24/2014	04/17/2025	12,700.00	611.71	12,700.00	0.00
0000005123	G01	04	001	BROTHER PRINTER	07/22/2021	04/17/2025	600.00	0.00	0.00	0.00
DEPARTMENT 16 COUNTS - TOTALS:							86,607.93	611.71	72,300.00	0.00
DEPARTMENT 010 621 COMMISSIONER PCT 1										
0000002099	H01	04	001	1994 GMC PICKUP -----1GTEC14HXRZ564508	10/09/2001	05/28/2025	4,150.00	0.00	0.00	0.00
0000002687	H01	04	001	1987 CHEVY TRUCK -----1GBL7D1BXHV100593	07/20/2007	05/28/2025	7,200.00	0.00	7,200.00	0.00
0000003910	H01	04	001	1996 DODGE 2500 4X4 SUPER CA -----1B7KF23W6TJ146095	11/30/2014	05/28/2025	7,000.00	0.00	7,000.00	0.00
DEPARTMENT 3 COUNTS - TOTALS:							18,350.00	0.00	14,200.00	0.00
DEPARTMENT 010 622 COMMISSIONER PCT 2										
0000001034	H01	04	001	TRANE HEAT PUMP SYSTEM -----P2116LKFF	06/11/1999	05/27/2025	2,200.00	0.00	0.00	0.00
0000003244	H01	04	001	SCOTTSMAN ICE MACHINE -----09091320014236	05/12/2010	05/27/2025	2,841.50	0.00	0.00	0.00
0000005171	H01	04	001	11" FLATBED	03/08/2022	05/27/2025	3,800.00	0.00	0.00	0.00
DEPARTMENT 3 COUNTS - TOTALS:							8,841.50	0.00	0.00	0.00
DEPARTMENT 010 624 COMMISSIONER PCT 4										
0000001215	H01	04	001	TX PHONE SYSTEM	06/28/1998	05/05/2025	2,200.00	0.00	0.00	0.00
0000001219	H01	04	001	2 CHANNEL VHF RADIO -----682FYL6998	06/02/1999	05/05/2025	567.90	0.00	0.00	0.00
0000002020	H01	04	001	HUSQVARNA 365 CHAINSAW -----002000140	12/27/2000	05/05/2025	554.95	0.00	0.00	0.00
0000002083	G01	04	001	CE2000-60 24 IN PLOTTER	06/26/2001	05/05/2025	2,255.00	0.00	0.00	0.00
0000002234	H01	04	001	POULAN LAWN MOWER	05/03/2003	05/05/2025	1,550.00	0.00	0.00	0.00
0000002262	H01	04	001	HUSQ RIDER	09/19/2003	05/05/2025	1,782.19	0.00	0.00	0.00
0000002751	H01	04	001	DIGITAL VIDEO SURV SYSTEM	11/29/2007	05/02/2025	13,839.00	0.00	13,839.00	0.00
0000005018	H01	04	001	USED ICE MACHINE -----07061320015813	07/25/2019	05/02/2025	1,948.00	0.00	0.00	0.00
DEPARTMENT 8 COUNTS - TOTALS:							24,697.04	0.00	13,839.00	0.00

DISPOSAL DATE RANGE FROM: 04/11/2025 TO: 06/03/2025

0.00 MINIMUM PURCHASE PRICE REPORTED

INVENTORY NUMBER	SEQ NO	CLASS FUNC	DESCRIPTION CAT -----SERIAL NUMBER	PURCHASE DATE	DISPOSAL DATE	PURCHASE PRICE	*----- Y-T-D	DEPRICIATION ACCUMULATED	DISPOSAL VALUE
DEPARTMENT 034 570 RECOVERY CENTER									
0000002989		P01 04 001	SONY CAMCORDER -----1133215	09/25/2008	04/16/2025	529.00	0.00	0.00	0.00
0000002990		P01 04 001	SONY CAMCORDER -----1133216	09/25/2008	04/16/2025	529.00	0.00	0.00	0.00
0000002991		P01 04 001	SONY CAMCORDER -----1320016	09/25/2008	04/16/2025	529.00	0.00	0.00	0.00
0000003325		P01 04 001	80 GALLON HOT WATER HEATER -----0948M000264	10/08/2010	04/16/2025	4,600.00	0.00	0.00	0.00
0000003475		P01 04 001	A/C WINDOW UNIT	07/11/2011	04/16/2025	635.00	0.00	0.00	0.00
0000003476		P01 04 001	A/C WINDOW UNIT	07/11/2011	04/16/2025	635.00	0.00	0.00	0.00
0000004202		P01 04 001	DRYER	08/31/2017	04/16/2025	577.00	0.00	0.00	0.00
0000004222		P01 04 001	CANON IMAGE PROGRAF PRO4000S -----BAGH00292AL NUMBER	08/31/2017	04/16/2025	7,267.00	728.09	5,148.37	0.00
0000004646-	2	P01 04 001	DELL OPTIPLEX 5055 RYZEN -----972W422	08/31/2019	04/16/2025	1,011.75	0.00	0.00	0.00
0000004646-	4	P01 04 001	DELL OPTIPLEX 5055 RYZEN -----972Y422	08/31/2019	04/16/2025	1,011.75	0.00	0.00	0.00
0000004646-	13	P01 04 001	DELL OPTIPLEX 5055 RYZEN -----9730522	08/31/2019	04/16/2025	1,011.75	0.00	0.00	0.00
0000004646-	15	P01 04 001	DELL OPTIPLEX 5055 RYZEN -----973K922	08/31/2019	04/16/2025	1,011.75	0.00	0.00	0.00
0000004646-	19	P01 04 001	DELL OPTIPLEX 5055 RYZEN -----973X422	08/31/2019	04/17/2025	1,011.75	0.00	0.00	0.00
0000004646-	22	P01 04 001	DELL OPTIPLEX 5055 RYZEN -----9740522	08/31/2019	04/17/2025	1,011.75	0.00	0.00	0.00
0000004646-	25	P01 04 001	DELL OPTIPLEX 5055 RYZEN -----974K922	08/31/2019	04/17/2025	1,011.75	0.00	0.00	0.00
0000005090-	5	G01 04 001	FUJITSU SCANNER -----C14D209084	08/13/2021	04/17/2025	879.99	0.00	0.00	0.00
0000005090-	9	G01 04 001	FUJITSU SCANNER -----C14D209149	08/13/2021	04/17/2025	879.99	0.00	0.00	0.00
0000005090-	12	G01 04 001	FUJITSU SCANNER -----C14D209056	08/13/2021	04/17/2025	879.99	0.00	0.00	0.00
0000005119-	4	G01 04 001	DELL OPTIPLEX -----9D34MH3	08/31/2021	04/17/2025	1,023.77	0.00	0.00	0.00
0000005119-	9	G01 04 001	DELL OPTIPLEX -----9DH7MH3	08/31/2021	04/17/2025	1,023.77	0.00	0.00	0.00
0000005132-	5	G01 04 001	DELL LATITUDE 5520 -----61KJGG3	08/31/2021	04/17/2025	1,631.91	0.00	0.00	0.00
0000005132-	11	G01 04 001	DELL LATITUDE 5520 -----71KJGG3	08/31/2021	04/17/2025	1,631.91	0.00	0.00	0.00
DEPARTMENT 22 COUNTS - TOTALS:						30,334.58	728.09	5,148.37	0.00
DEPARTMENT 132 570 COMMUNITY SUPERVISION									
0000004445		P01 04 001	DELL LATITUDE 5590 BTX -----JRORJR2	01/28/2019	04/16/2025	1,506.51	0.00	0.00	0.00
0000004454		P01 04 001	FI 7160 SCANNER -----C10A166728	11/16/2018	04/16/2025	879.99	0.00	0.00	0.00

DATE 06/04/2025 14:50

INVENTORY DISPOSALS OF ALL DEPARTMENTS

INV106 PAGE 4

DISPOSAL DATE RANGE FROM: 04/11/2025 TO: 06/03/2025

0.00 MINIMUM PURCHASE PRICE REPORTED

INVENTORY NUMBER (CONTINUED)	SEQ NO	CLASS FUNC	DESCRIPTION CAT	----- SERIAL NUMBER	PURCHASE DATE	DISPOSAL DATE	PURCHASE PRICE	*----- DEPRICIATION Y-T-D	-----+ ACCUMULATED	DISPOSAL VALUE	
DEPARTMENT 132 570 COMMUNITY SUPERVISION											
0000005535-	11	G01	04	001	DELL 7010 DESKTOP	06/23/2023	04/16/2025	808.39	0:00	0.00	0.00
					-----JODNBW3						
					DEPARTMENT	3	COUNTS - TOTALS:	3,194.89	0.00	0.00	0.00
					OVERALL	65	COUNTS - TOTALS:	190,303.95	1,339.80	105,487.37	0.00

Jennifer Beckett
Bowie County Auditor

Bowie County Courthouse
710 James Bowie Drive
New Boston, Texas 75570



Phone: (903) 628-6711
Fax: (903) 628-6836
Jennifer.Beckett@bowiecounty.org

June 9, 2025

The Honorable District Judges
The Honorable Commissioners Court
County of Bowie

The unaudited and unreconciled Monthly Financial Report of Bowie County, Texas, for the month ended May 31, 2025, is hereby submitted. The report was prepared by the County Auditor in compliance with Chapter 114 of the Local Government Code.

Included in the report are:

Cash Receipts/Disbursements
Cash Position
Statement of Revenue/Expenses
Bonded Indebtedness

The information in the report was obtained from accounts in the office of the County Auditor. The attached financial statements are subject to change pending adjustments required to finalize the closing of the fiscal year end as needed.

If you need clarification or have questions, please do not hesitate to call me for more information.

Respectfully submitted,

A handwritten signature in cursive script that reads "Jennifer Beckett".

Jennifer Beckett
Bowie County Auditor

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2025 010 GENERAL FUND				
CHANGE FUND	.00	.00	.00	.00
CF TAX NB	700.00	.00	.00	700.00
CF TAX TXK	1,077.00	.00	.00	1,077.00
CF DISTRICT CLERK	200.00	.00	.00	200.00
CF COUNTY CLERK	250.00	.00	.00	250.00
CF JP1.1	150.00	.00	.00	150.00
CF JP1.2	200.00	.00	.00	200.00
CF JP2	.00	.00	.00	.00
CF JP3	.00	.00	.00	.00
CF JP4	.00	.00	.00	.00
CF JP5	50.00	.00	.00	50.00
CF JP7	.00	.00	.00	.00
JUVENILE	.00	.00	.00	.00
JUVENILE DETENTION	.00	.00	.00	.00
CF PERSONAL BAIL BOND	.00	.00	.00	.00
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	24,523,176.15	4,633,976.80	3,281,566.28-	25,875,586.67
CIB DEKALB CLEARING	.00	.00	.00	.00
CIB BANCORPSOUTH HOOKS	.00	.00	.00	.00
CIB MAUD CLEARING	.00	2,874.26	2,966.00-	91.74-
CIB MEDICAL RMBSE ACCOUNT	.00	.00	.00	.00
CIB GUARANTY BOND BANK	.00	.00	.00	.00
RESTRICTED FUNDS	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
CIB ELECTRONIC PAYMENT CB	21,859.45	.00	.00	21,859.45
CIB JURY	.00	.00	.00	.00
CIB NB TAX CR CARD	.00	.00	.00	.00
CIB EBONDS	.00	.00	.00	.00
CIB DC MISCELLANEOUS CENT	.00	.00	.00	.00
TAX NOTE INTEREST & SINKING	.00	.00	.00	.00
CIB TEX POOL	7,725,518.16	.00	.00	7,725,518.16
TEXSTAR	223.67	.00	.00	223.67
CIB TAX TXK	.00	.00	.00	.00
CIB CERTIFICATE OF DEPOSIT	.00	.00	.00	.00
CSCD OFFICIAL PAYMENTS	104.00	41,609.17	.00	41,713.17
BC CR CARD	.00	.00	.00	.00
DISTRICT CLERK E-FILE	.00	.00	.00	.00
COUNTY CLERK E-FILE	.00	.00	.00	.00
APC CREDIT CARD	.00	.00	.00	.00
E RECORDING	.00	13,548.00	.00	13,548.00
E FILE JP 2	.00	.00	.00	.00
FUND TOTALS	32,273,508.43	4,692,008.23	3,284,532.28-	33,680,984.38
2025 012 DISTRICT ATTORNEY C&P				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING CENTURY	.00	.00	332.88-	332.88-
CIB RESTRICTED	41,839.99	.00	.00	41,839.99
FUND TOTALS	41,839.99	.00	332.88-	41,507.11
2025 013 DISTRICT ATTORNEY STATE A				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	233,921.10	.00	.00	233,921.10
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	233,921.10	.00	.00	233,921.10

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2025 014 DISTRICT ATTORNEY WELFARE				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	8,435.20	.00	.00	8,435.20
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	8,435.20	.00	.00	8,435.20
2025 015 DA CRIMINAL LAW ENFORCEMENT				
ASSETS	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	.00	.00	2,890.21-	2,890.21-
CIB RESTRICTED	32,436.18	.00	.00	32,436.18
CIB SALARY CENTURY	.00	.00	.00	.00
CIB CERTIFICATE OF DEPOSIT	.00	.00	.00	.00
FUND TOTALS	32,436.18	.00	2,890.21-	29,545.97
2025 016 PRE-TRIAL INTERVENTION PROGRAM				
CASH	.00	1,562.00	2,689.47-	1,127.47-
CASH RESTRICTED	222,368.57	.00	.00	222,368.57
FUND TOTALS	222,368.57	1,562.00	2,689.47-	221,241.10
2025 017 COURT FACILITY FEE FUND				
CIB COURT FACILITY FEE FUND	89,730.60	1,883.20	.00	91,613.80
FUND TOTALS	89,730.60	1,883.20	.00	91,613.80
2025 018 LANGUAGE ACCESS FUND				
CIB LANGUAGE ACCESS	21,810.18	573.48	906.00-	21,477.66
DEKALB	.00	.00	.00	.00
MAUD	.00	6.00	.00	6.00
FUND TOTALS	21,810.18	579.48	906.00-	21,483.66
2025 019 VOTER REGISTRATION				
CIB OPERATING BANCORP SOUTH	3,030.86	.00	.00	3,030.86
FUND TOTALS	3,030.86	.00	.00	3,030.86
2025 020 DISTRICT CLERK RECORD MGMT				
CIB OPERATING CENTURY	.00	3,843.51	3,482.72-	360.79
CIB RESTRICTED	146,588.20	.00	.00	146,588.20
FUND TOTALS	146,588.20	3,843.51	3,482.72-	146,948.99
2025 021 COURTHOUSE SECURITY FUND				
CIB OPERATING BANCORP SOUTH	.00	2,467.55	.00	2,467.55
DEKALB 08	.00	.00	.00	.00
CIB MAUD CLEARING	.00	.00	.00	.00
CIB RESTRICTED	226,014.75	.00	.00	226,014.75
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	226,014.75	2,467.55	.00	228,482.30
2025 022 JP COURTHOUSE SECURITY FU				
CIB OPERATING BANCORP SOUTH	.00	74.11	.00	74.11
CIB DEKALB CLEARING DEKAL	.00	.00	.00	.00
CIB BANCORPSOUTH HOOKS	.00	.00	.00	.00
CIB BANCORPSOUTH MAUD	.00	73.50	.00	73.50
CIB RESTRICTED	59,154.06	.00	.00	59,154.06
FUND TOTALS	59,154.06	147.61	.00	59,301.67
2025 023 TIME PAYMENT FEE RESTRICTED				
CIB OPERATING BANCORP SOUTH	.00	4.27	.00	4.27

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
CIB DEKALB CLEARING	.00	.00	.00	.00
CIB BANCORPSOUTH HOOKS	.00	.00	.00	.00
CIB MAUD CLEARING	.00	.00	.00	.00
CIB RESTRICTED	58,092.17	.00	.00	58,092.17
FUND TOTALS	58,092.17	4.27	.00	58,096.44
2025 024 JUSTICE COURT TECHNOLOGY				
CIB OPERATING BANCORP SOUTH	.00	345.22	.00	345.22
CIB DEKALB CLEARING DEKAL	.00	.00	.00	.00
CIB BANCORPSOUTH HOOKS	.00	.00	.00	.00
CIB MAUD CLEARING	.00	60.00	.00	60.00
CIB RESTRICTED	50,441.93	.00	.00	50,441.93
FUND TOTALS	50,441.93	405.22	.00	50,847.15
2025 025 COUNTY CLERK OF THE COURT				
CIB OPERATING BANCORP SOUTH	560.00	480.00	.00	1,040.00
CIB RESTRICTED	12,850.00	.00	.00	12,850.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	13,410.00	480.00	.00	13,890.00
2025 026 ELECTION CONTRACT DEMOCRAT				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 027 BAIL BOND BOARD FEE				
CIB OPERATING CADENCE	1,318.36	.00	58.94-	1,259.42
FUND TOTALS	1,318.36	.00	58.94-	1,259.42
2025 028 M H I				
APO RESTRICTED	60,278.18	.00	18,442.66-	41,835.52
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	60,278.18	.00	18,442.66-	41,835.52
2025 029 DAY REPORTING CENTER				
APO RESTRICTED	31,903.48	.00	14,995.53-	16,907.95
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	31,903.48	.00	14,995.53-	16,907.95
2025 030 CIVIL PROBATION				
APO RESTRICTED	25,375.17	.00	.00	25,375.17
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	25,375.17	.00	.00	25,375.17
2025 031 AFTERCARE				
APO RESTRICTED	59,202.25	.00	21,243.34-	37,958.91
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	59,202.25	.00	21,243.34-	37,958.91
2025 032 SUBSTANCE ABUSE TREATMENT				
APO RESTRICTED	42,886.60	.00	11,412.32-	31,474.28
A P O OPERATING	.00	.00	.00	.00

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	42,886.60	.00	11,412.32-	31,474.28
2025 033 ARP				
CIB	.00	17,773.11	17,773.11-	.00
CIB ARP	7,634,854.56	.00	17,773.11-	7,617,081.45
FUND TOTALS	7,634,854.56	17,773.11	35,546.22-	7,617,081.45
2025 034 S A T- WOMEN'S FACILITY				
APO RESTRICTED	886,358.80	260.37	240,692.25-	645,926.92
A P O OPERATING	.00	4,039.32	.00	4,039.32
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	886,358.80	4,299.69	240,692.25-	649,966.24
2025 035 SAT-SPECIALIZED CASELOAD				
APO RESTRICTED	2,129.68	.00	6,238.19-	4,108.51-
A P O OPERATING	.00	.00	.00	.00
FUND TOTALS	2,129.68	.00	6,238.19-	4,108.51-
2025 036 ROAD & BRIDGE LATERAL				
CIB OPERATING BANCORP SOUTH	294,274.67	.00	222.93-	294,051.74
FUND TOTALS	294,274.67	.00	222.93-	294,051.74
2025 037 R&B MOTOR VEHICLE				
CIB OPERATING BANCORPSOUTH	1,241,492.81	58,030.00	80,661.17-	1,218,861.64
FUND TOTALS	1,241,492.81	58,030.00	80,661.17-	1,218,861.64
2025 038 LAW LIBRARY				
CIB OPERATING BANCORP SOUTH	35,540.90	3,295.60	11,280.44-	27,556.06
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	35,540.90	3,295.60	11,280.44-	27,556.06
2025 039 TRUANCY COURT COST				
CIB OPERATING BANCORP SOUTH	2,582.04	300.00	33.16-	2,848.88
FUND TOTALS	2,582.04	300.00	33.16-	2,848.88
2025 040 MISC OR DEVELOPMENT				
CIB OPERATING BANCORP SOUTH	3,328,073.04	.00	.00	3,328,073.04
CIB CD FARMERS	.00	.00	.00	.00
TEXSTAR MISC	3,847,627.27	.00	.00	3,847,627.27
FUND TOTALS	7,175,700.31	.00	.00	7,175,700.31
2025 041 INMATE BENEFIT				
CIB OPERATING BANCORP SOUTH	.00	2,557.77	9,588.03-	7,030.26-
CIB RESTRICTED	289,085.35	.00	.00	289,085.35
FUND TOTALS	289,085.35	2,557.77	9,588.03-	282,055.09
2025 042 LEOSE				
CIB	.00	.00	.00	.00
CIB RESTRICTED	15,191.68	.00	.00	15,191.68
FUND TOTALS	15,191.68	.00	.00	15,191.68
2025 043 DOMESTIC VIOLENCE SPC CASELOAD				
APO RESTRICTED	12,425.84	.00	5,844.04-	6,581.80
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	12,425.84	.00	5,844.04-	6,581.80

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2025 044 JURY FUND				
JURY FUND	16,524.00	975.57	.00	17,499.57
CIB DEKALB CLEARING	.00	.00	.00	.00
CIB MAUD OPERATING	.00	1.50	.00	1.50
FUND TOTALS	<u>16,524.00</u>	<u>977.07</u>	<u>.00</u>	<u>17,501.07</u>
2025 045 JUDICIAL EDUCATION/SUPPORT				
CIB	1,665.00	60.00	.00	1,725.00
CIB RESTRICTED	.00	.00	.00	.00
CIB MV REG & TITLE	.00	.00	.00	.00
FUND TOTALS	<u>1,665.00</u>	<u>60.00</u>	<u>.00</u>	<u>1,725.00</u>
2025 046 MV ELECTRONIC TRANSFER				
CIB MV ELECTRONIC TRANSFER	.00	.00	.00	.00
CIB	461,395.20	.00	.00	461,395.20
FUND TOTALS	<u>461,395.20</u>	<u>.00</u>	<u>.00</u>	<u>461,395.20</u>
2025 048 LATCF				
CIB OPERATING	351,309.22	.00	.00	351,309.22
FUND TOTALS	<u>351,309.22</u>	<u>.00</u>	<u>.00</u>	<u>351,309.22</u>
2025 050 DRA (DETENTION REIMBURSEMENT)				
CIB	.00	36,785.00	36,785.00	.00
CASH	.00	.00	.00	.00
FUND TOTALS	<u>.00</u>	<u>36,785.00</u>	<u>36,785.00</u>	<u>.00</u>
2025 051 COMMUNITY DEVELOPMENT				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CASH-CDBG--R2 OIL	.00	.00	.00	.00
FUND TOTALS	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
2025 052 RDA (JUVENILE)				
CIB OPERATING	.00	.00	.00	.00
FUND TOTALS	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
2025 053 STATE CRISIS INTERVENTION PROG				
CIB OPERATING BANCORP SOUTH	38,406.12	25,233.12	6,791.25	19,964.25
FUND TOTALS	<u>38,406.12</u>	<u>25,233.12</u>	<u>6,791.25</u>	<u>19,964.25</u>
2025 055 SB22 DISTRICT ATTORNEY				
CASH	331,534.77	.00	19,499.74	312,035.03
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	<u>331,534.77</u>	<u>.00</u>	<u>19,499.74</u>	<u>312,035.03</u>
2025 056 VINE				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
FUND TOTALS	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
2025 057 OPIOD DISTRIBUTION				
CIB OPERATING BANCORP SOUTH	69,475.84	.00	.00	69,475.84
FUND TOTALS	<u>69,475.84</u>	<u>.00</u>	<u>.00</u>	<u>69,475.84</u>
2025 058 JUVENILE GRANT				
CASH	23,285.64	.00	1,300.72	21,984.92
APC OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	23,285.64	.00	1,300.72	21,984.92
2025 059 COUNTY CLERK RECORD MGMT				
CIB OPERATING BANCORP SOUTH	.00	6,240.00	8,231.68	1,991.68
CIB RESTRICTED	206,828.96	.00	.00	206,828.96
FUND TOTALS	206,828.96	6,240.00	8,231.68	204,837.28
2025 060 CO SERIES 2005				
CIB CONSTRUCTION ACCOUNT	.00	.00	.00	.00
CIB CERTIFICATE OF DEPOSIT	.00	.00	.00	.00
CIB INTEREST & SINKING	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 061 ARCHIVE RECORDS				
CIB OPERATING BANCORP SOUTH	.00	5,880.00	.00	5,880.00
CIB RESTRICTED	187,823.36	.00	.00	187,823.36
FUND TOTALS	187,823.36	5,880.00	.00	193,703.36
2025 062 2012 SERIES				
CIB CONSTRUCTION ACCOUNT	224.98	.00	.00	224.98
CIB INTEREST & SINKING	1,965,125.00	.00	.00	1,965,125.00
CIB TEXSTAR	113,003.41	.00	.00	113,003.41
INVESTMENT REPOS	.00	.00	.00	.00
FUND TOTALS	2,078,353.39	.00	.00	2,078,353.39
2025 063 VITAL STATISTICS & PRESERVATION				
CIB OPERATING	.00	380.00	.00	380.00
CIB RESTRICTED	9,063.25	.00	.00	9,063.25
FUND TOTALS	9,063.25	380.00	.00	9,443.25
2025 098 PAYROLL CLEARING				
CASH	1,577.86	.00	.00	1,577.86
PAYROLL CASH	.00	864,030.63	864,030.63	.00
FUND TOTALS	1,577.86	864,030.63	864,030.63	1,577.86
2025 116 DISTRICT ATTORNEY EVIDENCE				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING	.00	2,100.00	.00	2,100.00
CIB RESTRICTED	85,743.50	.00	.00	85,743.50
CIB TEX POOL	.00	.00	.00	.00
FUND TOTALS	85,743.50	2,100.00	.00	87,843.50
2025 117 COUNTY AND DISTRICT COURT TECH				
CIB OPERATING BANCORP SOUTH	.00	127.68	.00	127.68
CIB RESTRICTED	21,280.09	.00	.00	21,280.09
FUND TOTALS	21,280.09	127.68	.00	21,407.77
2025 118 DIST COURT CHILD SUPPORT				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	25,860.99	.00	.00	25,860.99
FUND TOTALS	25,860.99	.00	.00	25,860.99
2025 119 JUVENILE HUMAN TRAFFICKING				
CASH	782.38	.00	.00	782.38
FUND TOTALS	782.38	.00	.00	782.38
2025 120 JUVENILE PROBATION TRUST				
CIB OPERATING BANCORP SOUTH	123,801.41	.00	.00	123,801.41

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	123,801.41	.00	.00	123,801.41
2025 121 JUSTICE COURT SUPPORT FUND				
CIB OPERATING BANCORP SOUTH	57,112.00	2,425.00	50.00-	59,487.00
CIB DEKALB	.00	.00	.00	.00
CIB MAUD	.00	50.00	.00	50.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	57,112.00	2,475.00	50.00-	59,537.00
2025 122 TYC CONTRACT				
CIB OPERATING BANCORP SOUTH	44,992.36	.00	.00	44,992.36
FUND TOTALS	44,992.36	.00	.00	44,992.36
2025 124 DISTRICT CLERK OF THE COURT				
CIB	113,832.09	7,138.58	.00	120,970.67
CIB RESTRICTED	.00	.00	.00	.00
CIB MV SALES TAX	.00	.00	.00	.00
FUND TOTALS	113,832.09	7,138.58	.00	120,970.67
2025 125 ELECTION SERVICES CONTRACT				
CIB OPERATING BANCORP SOUTH	20,412.19	34,486.02	18,778.69-	36,119.52
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	20,412.19	34,486.02	18,778.69-	36,119.52
2025 126 SHERIFF CRIMINAL LAW ENF				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	43,058.87	.00	.00	43,058.87
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	43,058.87	.00	.00	43,058.87
2025 127 TREASURY FORFEITURE FUNDS				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 128 DISTRICT CLERK COURT REGISTRY				
CIB COURT REGISTRY	655,009.74	.00	.00	655,009.74
FUND TOTALS	655,009.74	.00	.00	655,009.74
2025 129 COUNTY CLERK TRUST FUND				
FUND TOTALS	.00	.00	.00	.00
2025 130 COURT-INITIATED GUARDIANSHIP				
CIB CASH	10,440.00	360.00	.00	10,800.00
FUND TOTALS	10,440.00	360.00	.00	10,800.00
2025 131 DISTRICT CLERK TRUST FUND				
CIB	.00	.00	.00	.00
CIB RESTRICTED	.00	.00	.00	.00
CIB CERTIFICATE OF DEP FI	1,136,179.94	.00	.00	1,136,179.94
CIB CDS GUARANTY BOND BAN	.00	.00	.00	.00
FUND TOTALS	1,136,179.94	.00	.00	1,136,179.94
2025 132 COMMUNITY SUPERVISION BAS				
APO RESTRICTED	953,554.35	.00	154,495.26-	799,059.09
A P O OPERATING	.00	86,170.77	.00	86,170.77
CF COMMUNITY SUPERVISION	300.00	.00	.00	300.00

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	953,854.35	86,170.77	154,495.26	885,529.86
2025 133 JUVENILE PROBATION COMMUN				
CIB SALARY CENTURY	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 134 STATE FEES				
CIB OPERATING BANCORP SOUTH	59,618.99	29,524.92	2,676.33	86,467.58
CIB DEKALB CLEARING DEKAL	.00	.00	.00	.00
CIB MAUD	.00	1,522.70	.00	1,522.70
CIB SALARY CENTURY	.00	.00	.00	.00
CIB BANCORPSOUTH MAUD	.00	.00	.00	.00
FUND TOTALS	59,618.99	31,047.62	2,676.33	87,990.28
2025 136 LEVEE & DRAINAGE				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB GAURANTY	.00	.00	.00	.00
CIB RESTRICTED	.00	.00	.00	.00
CIB CERTIFICATE OF DEPOSI	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 137 TAX ASSESSOR PARKS & WILDLIFE				
CIB PARKS & WILDLIFE	32,845.13	.00	.00	32,845.13
FUND TOTALS	32,845.13	.00	.00	32,845.13
2025 138 TABC				
CIB OPERATING CENTURY	.00	.00	.00	.00
CASH	3,195.00	.00	.00	3,195.00
FUND TOTALS	3,195.00	.00	.00	3,195.00
2025 139 DWI				
APO RESTRICTED	.00	.00	.00	.00
A P O OPERATING	.00	.00	.00	.00
CIB SALARY	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 140 OTHER AGENCY FUND				
CIB OPERATING BANCORP SOUTH	.00	9,827.25	15,839.32	6,012.07
STATE BANK OF DEKALB CLEARING	.00	.00	.00	.00
CIB MAUD CLEARING	.00	.00	.00	.00
CIB RESTRICTED	647,805.95	.00	.00	647,805.95
CIB COMMUNITY SUPERVISION	.00	.00	.00	.00
CIB DISTRICT ATTORNEY RES	719.42	.00	.00	719.42
FUND TOTALS	648,525.37	9,827.25	15,839.32	642,513.30
2025 141 FOOD SERVICE PROGRAM				
CIB OPERATING BANCORP SOUTH	188,146.76	1,225.00	2,938.54	186,433.22
FUND TOTALS	188,146.76	1,225.00	2,938.54	186,433.22
2025 142 DRUG COURT PROGRAM				
CASH	80,739.41	705.56	171.97	81,273.00
FUND TOTALS	80,739.41	705.56	171.97	81,273.00
2025 143 CSCD RESTITUTION				
CASH	.00	.00	.00	.00

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
CIB CSCD RESTITUTION	164,265.78	7,385.72	.00	171,651.50
FUND TOTALS	164,265.78	7,385.72	.00	171,651.50
2025 144 TRUANCY PREVENTION & DIVERSION				
CASH IN BANK	.00	400.32	.00	400.32
CIB DEKALB	.00	.00	.00	.00
CIB MAUD	.00	75.04	.00	75.04
CIB RESTRICTED	74,598.56	.00	.00	74,598.56
FUND TOTALS	74,598.56	475.36	.00	75,073.92
2025 145 JUVENILE STATE AID				
CIB OPERATING BANCORP SOUTH	122,226.22	.00	60,503.09-	61,723.13
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	122,226.22	.00	60,503.09-	61,723.13
2025 146 JUVENILE DSA				
CASH	2,705.70	.00	4,291.69-	1,585.99-
FUND TOTALS	2,705.70	.00	4,291.69-	1,585.99-
2025 147 HAVA ELECTION SECURITY GRANT				
CASH	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 148 DISTRICT CLERK RESEARCH ACCT				
CIB ELECTRONIC TRANSFER 6695	100.00	54.80	.00	154.80
FUND TOTALS	100.00	54.80	.00	154.80
2025 149 BCWC RESIDENT TRUST ACCOUNT				
CIB RESIDENT TRUST ACCOUNT	25,655.46	47,543.04	42,092.11-	31,106.39
FUND TOTALS	25,655.46	47,543.04	42,092.11-	31,106.39
2025 150 SB22 SHERIFF				
CIB OPERATING BANCORP SOUTH	264,060.35	.00	36,388.16-	227,672.19
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	264,060.35	.00	36,388.16-	227,672.19
2025 151 INMATE TRUST ACCOUNT				
CIB INMATE TRUST ACCOUNT	190,494.67	241,823.08	258,110.96-	174,206.79
FUND TOTALS	190,494.67	241,823.08	258,110.96-	174,206.79
2025 152 COUNTY CLERK TRUST				
CIB COUNTY CLERK TRUST	711,930.94	.00	.00	711,930.94
FUND TOTALS	711,930.94	.00	.00	711,930.94
2025 153 LPPF				
CIB LPPF	2,602,255.24	9,721,264.99	10,453,437.51-	1,870,082.72
FUND TOTALS	2,602,255.24	9,721,264.99	10,453,437.51-	1,870,082.72
2025 155 VOCA				
CIB OPERATING BANCORP SOUTH	10,995.34-	5,504.53	3,758.62-	9,249.43-
FUND TOTALS	10,995.34-	5,504.53	3,758.62-	9,249.43-
GRAND TOTALS	63,444,541.42	15,928,938.06	15,741,264.05-	63,632,215.43

COMBINED STATEMENT OF CASH POSITION FOR MAY

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2025 010 GENERAL FUND	OPERATING DEKALB 08 HOOKS MAUD 25 MEDICAL GUARANTY RESTRICTED PAYROLL 02 ELECT 04 JURY 03 NB TAX CR EBONDS TAX NT I&S	25,875,586.67 91.74- 21,859.45	TEXPOOL TEXSTARTAX TX TAX CR CD OPAY 01 BC CR CARD DC E-FILE CC E-FILE APOCC OPERATING	7,725,518.16 223.67 41,713.17 13,548.00	 33,678,357.38
2025 012 DISTRICT ATTORNEY C&P	OPERATING RESTRICTED	332.88- 41,839.99			41,507.11
2025 013 DISTRICT ATTORNEY STATE	AOPERATING RESTRICTED	233,921.10			233,921.10
2025 014 DISTRICT ATTORNEY WELFARE	OPERATING RESTRICTED	8,435.20			8,435.20
2025 015 DA CRIMINAL LAW ENFORCEMENT	OPERATING RESTRICTED	2,890.21- 32,436.18			29,545.97
2025 016 PRE-TRIAL INTERVENTION PROGRAM	OPERATING RESTRICTED	1,127.47- 222,368.57			221,241.10
2025 017 COURT FACILITY FEE FUND	OPERATING	91,613.80			91,613.80
2025 018 LANGUAGE ACCESS FUND	OPERATING DEKALB 08 MAUD 25,	21,477.66 6.00			21,483.66
2025 019 VOTER REGISTRATION	OPERATING	3,030.86			3,030.86
2025 020 DISTRICT CLERK RECORD MGMT	OPERATING RESTRICTED	360.79 146,588.20			146,948.99
2025 021 COURTHOUSE SECURITY FUND	OPERATING DEKALB 08 MAUD 25 RESTRICTED	2,467.55 226,014.75			228,482.30
2025 022 JP COURTHOUSE SECURITY FUND	OPERATING DEKALB 08 HOOKS MAUD 25 RESTRICTED	74.11 73.50 59,154.06			59,301.67
2025 023 TIME PAYMENT FEE RESTRICTED	OPERATING DEKALB 08 HOOKS MAUD 25 RESTRICTED	4.27 58,092.17			58,096.44

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2025 024 JUSTICE COURT TECHNOLOGY	OPERATING DEKALB 08 HOOKS MAUD 25 RESTRICTED	345.22 60.00 50,441.93			50,847.15
2025 025 COUNTY CLERK OF THE COURT	OPERATING RESTRICTED	1,040.00 12,850.00			13,890.00
2025 026 ELECTION CONTRACT DEMOCRAT	OPERATING RESTRICTED				
2025 027 BAIL BOND BOARD FEE	OPERATING	1,259.42			1,259.42
2025 028 M H I	APO RESTR OPERATING	41,835.52			41,835.52
2025 029 DAY REPORTING CENTER	APO RESTR OPERATING	16,907.95			16,907.95
2025 030 CIVIL PROBATION	APO RESTR OPERATING	25,375.17			25,375.17
2025 031 AFTERCARE	APO RESTR OPERATING	37,958.91			37,958.91
2025 032 SUBSTANCE ABUSE TREATMENT	APO RESTR OPERATING	31,474.28			31,474.28
2025 033 ARP	OPERATING ARP	7,617,081.45			7,617,081.45
2025 034 S A T- WOMEN'S FACILITY	APO RESTR OPERATING	645,926.92 4,039.32			649,966.24
2025 035 SAT-SPECIALIZED CASELOAD	APO RESTR OPERATING	4,108.51-			4,108.51-
2025 036 ROAD & BRIDGE LATERAL	OPERATING	294,051.74			294,051.74
2025 037 R&B MOTOR VEHICLE	OPERATING	1,218,861.64			1,218,861.64
2025 038 LAW LIBRARY	OPERATING	27,556.06			27,556.06
2025 039 TRUANCY COURT COST	OPERATING	2,848.88			2,848.88
2025 040 MISC OR DEVELOPMENT	OPERATING CD	3,328,073.04	TEX MISC	3,847,627.27	7,175,700.31
2025 041 INMATE BENEFIT	OPERATING RESTRICTED	7,030.26- 289,085.35			282,055.09
2025 042 LEOSE	OPERATING RESTRICTED	15,191.68			15,191.68
2025 043 DOMESTIC VIOLENCE SPC CASELO	APO RESTR	6,581.80			

DATE 06/03/2025 TIME 11:04

COMBINED STATEMENT OF CASH POSITION FOR MAY

GEL102 PAGE 3

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
	OPERATING				6,581.80
2025 044 JURY FUND	OPERATING DEKALB 08 MAUD 25	17,499.57 1.50			17,501.07
2025 045 JUDICIAL EDUCATION/SUPPORT	OPERATING	1,725.00			1,725.00
2025 046 MV ELECTRONIC TRANSFER					
2025 048 LATCF	OPERATING	351,309.22			351,309.22
2025 050 DRA (DETENTION REIMBURSEMENT)	OPERATING				
2025 051 COMMUNITY DEVELOPMENT	OPERATING CDBG-R201L				
2025 052 RDA (JUVENILE)	OPERATING				
2025 053 STATE CRISIS INTERVENTION	OPERATING	19,964.25-			19,964.25-
2025 055 SB22 DISTRICT ATTORNEY	OPERATING	312,035.03			312,035.03
2025 056 VINE	OPERATING				
2025 057 OPIOD DISTRIBUTION	OPERATING	69,475.84			69,475.84
2025 058 JUVENILE GRANT	OPERATING OPERATING	21,984.92			21,984.92
2025 059 COUNTY CLERK RECORD MGMT	OPERATING RESTRICTED	1,991.68- 206,828.96			204,837.28
2025 060 CO SERIES 2005			I&S 2005		
2025 061 ARCHIVE RECORDS	OPERATING RESTRICTED	5,880.00 187,823.36			193,703.36
2025 062 2012 SERIES	2012 CONST I&S 2012	224.98 1,965,125.00	TEX STAR	113,003.41	2,078,353.39
2025 063 VITAL STATISTICS & PRESERVATION	OPERATING RESTRICTED	380.00 9,063.25			9,443.25
2025 098 PAYROLL CLEARING					
2025 116 DISTRICT ATTORNEY EVIDENCE	OPERATING OPERATING RESTRICTED	2,100.00 85,743.50	OPERATING		87,843.50
2025 117 COUNTY AND DISTRICT COURT	TEOPERATING RESTRICTED	127.68 21,280.09			21,407.77
2025 118 DIST COURT CHILD SUPPORT	OPERATING OPERATING	25,860.99			25,860.99

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2025 119 JUVENILE HUMAN TRAFFICKING	OPERATING	782.38			782.38
2025 120 JUVENILE PROBATION TRUST	OPERATING	123,801.41			123,801.41
2025 121 JUSTICE COURT SUPPORT FUND	OPERATING DEKALB 08 MAUD 25	59,487.00 50.00			59,537.00
2025 122 TYC CONTRACT	OPERATING	44,992.36			44,992.36
2025 124 DISTRICT CLERK OF THE COURT	OPERATING	120,970.67			120,970.67
2025 125 ELECTION SERVICES CONTRACT	OPERATING PAYROLL	36,119.52			36,119.52
2025 126 SHERIFF CRIMINAL LAW ENF	OPERATING RESTRICTED	43,058.87			43,058.87
2025 127 TREASURY FORFEITURE FUNDS	OPERATING RESTRICTED				
2025 128 DISTRICT CLERK COURT REGISTR					
2025 129 COUNTY CLERK TRUST FUND					
2025 130 COURT-INITIATED GUARDIANSHIP	OPERATING	10,800.00			10,800.00
2025 131 DISTRICT CLERK TRUST FUND					
2025 132 COMMUNITY SUPERVISION BAS APO RESTR	OPERATING	799,059.09 86,170.77			885,229.86
2025 133 JUVENILE PROBATION COMMON	OPERATING				
2025 134 STATE FEES	OPERATING DEKALB 08 MAUD 25	86,467.58 1,522.70			87,990.28
2025 136 LEVEE & DRAINAGE	OPERATING GU LEVEE RESTRICTED		GU LEVEE		
2025 137 TAX ASSESSOR PARKS & WILDLIF					
2025 138 TABC	OPERATING				
2025 139 DWI	APO RESTR OPERATING				
2025 140 OTHER AGENCY FUND	OPERATING DEKALB 08 MAUD 25 RESTRICTED REST 15 DA HOT CK	6,012.07- 647,805.95 719.42			642,513.30

DATE 06/03/2025 TIME 11:04

COMBINED STATEMENT OF CASH POSITION FOR MAY

GEL102 PAGE 5

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2025 141 FOOD SERVICE PROGRAM	OPERATING	186,433.22			186,433.22
2025 142 DRUG COURT PROGRAM	OPERATING	81,273.00			81,273.00
2025 143 CSCD RESTITUTION	REST 15	171,651.50			171,651.50
2025 144 TRUANCY PREVENTION & DIVERSIO	OPERATING	400.32			
	DEKALB 08				
	MAUD 25	75.04			
	RESTRICTED	74,598.56			75,073.92
2025 145 JUVENILE STATE AID	OPERATING	61,723.13			61,723.13
2025 146 JUVENILE DSA	OPERATING	1,585.99-			1,585.99-
2025 147 HAVA ELECTION SECURITY GRANT	OPERATING				
2025 148 DISTRICT CLERK RESEARCH ACCT					
2025 149 BCWC RESIDENT TRUST ACCOUNT					
2025 150 SB22 SHERIFF	OPERATING	227,672.19			227,672.19
2025 151 INMATE TRUST ACCOUNT					
2025 152 COUNTY CLERK TRUST					
2025 153 LPPF					
2025 155 VOCA	OPERATING	9,249.43-			9,249.43-
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TOTAL		46,809,970.24		11,741,633.68	58,551,603.92

CHECK ACCOUNT	CHECK
ACCOUNT BALANCE - OPERATING	32,757,978.59
ACCOUNT BALANCE - MAUD 25	1,697.00
ACCOUNT BALANCE - RESTRICTED	2,672,621.72
ACCOUNT BALANCE - ELECT 04	21,859.45
ACCOUNT BALANCE - APO RESTR	1,601,011.13
ACCOUNT BALANCE - ARP	7,617,081.45
ACCOUNT BALANCE - 2012 CONST	224.98
ACCOUNT BALANCE - I&S 2012	1,965,125.00
ACCOUNT BALANCE - REST 15	171,651.50
ACCOUNT BALANCE - DA HOT CK	719.42
TOTAL	46,809,970.24

TDOA ACCOUNT	TDOA
ACCOUNT BALANCE - TEXPOOL	7,725,518.16
ACCOUNT BALANCE - TEXSTARTAX	223.67
ACCOUNT BALANCE - OPAY 01	41,713.17
ACCOUNT BALANCE - OPERATING	13,548.00
ACCOUNT BALANCE - TEX MISC	3,847,627.27
ACCOUNT BALANCE - TEX STAR	113,003.41
TOTAL	11,741,633.68

FUND NAME	***** MONTH TO DATE *****		***** YEAR TO DATE *****	
	REVENUES	EXPENSES	REVENUES	EXPENSES
2025 GENERAL FUND	4,441,837.65	2,880,950.53	39,431,114.08	27,189,851.16
2025 DISTRICT ATTORNEY C&P	.00	332.88	934.16	2,010.32
2025 DISTRICT ATTORNEY STATE A	.00	.00	30,000.00	.00
2025 DISTRICT ATTORNEY WELFARE	.00	.00	.00	.00
2025 DA CRIMINAL LAW ENFORCEMENT	.00	2,890.21	9,159.00	21,427.93
2025 PRE-TRIAL INTERVENTION PROGRAM	1,562.00	2,689.47	29,612.86	7,213.81
2025 COURT FACILITY FEE FUND	1,883.20	.00	21,172.29	12,845.00
2025 LANGUAGE ACCESS FUND	573.48	900.00	7,053.34	11,132.70
2025 VOTER REGISTRATION	.00	.00	1,725.86	.00
2025 DISTRICT CLERK RECORD MGMT	3,843.51	3,482.72	42,182.94	44,212.60
2025 COURTHOUSE SECURITY FUND	2,467.55	.00	29,158.11	.00
2025 JP COURTHOUSE SECURITY FU	147.61	.00	2,704.79	.00
2025 TIME PAYMENT FEE RESTRICTED	4.27	.00	83.02	.00
2025 JUSTICE COURT TECHNOLOGY	405.22	.00	6,555.17	.00
2025 COUNTY CLERK OF THE COURT	480.00	.00	13,890.00	.00
2025 ELECTION CONTRACT DEMOCRAT	.00	.00	.00	.00
2025 BAIL BOND BOARD FEE	.00	58.94	500.00	472.24
2025 M H I	.00	18,442.66	188,305.00	146,469.48
2025 DAY REPORTING CENTER	.00	14,995.53	182,527.00	165,619.05
2025 CIVIL PROBATION	.00	.00	.00	339.77
2025 AFTERCARE	.00	21,243.34	238,606.00	200,647.09
2025 SUBSTANCE ABUSE TREATMENT	.00	11,412.32	135,125.00	103,650.72
2025 ARP	.00	17,773.11	231,101.30	670,868.17
2025 S A T- WOMEN'S FACILITY	3,711.23	236,209.17	2,485,579.57	2,033,464.00
2025 SAT-SPECIALIZED CASELOAD	.00	6,238.19	52,941.00	57,049.51
2025 ROAD & BRIDGE LATERAL	.00	222.93	41,063.42	222.93

FUND NAME	***** MONTH TO DATE *****		***** YEAR TO DATE *****	
	REVENUES	EXPENSES	REVENUES	EXPENSES
2025 R&B MOTOR VEHICLE	58,030.00	56,556.41	895,510.75	721,672.67
2025 LAW LIBRARY	3,295.60	4,229.11	37,069.01	33,702.73
2025 TRUANCY COURT COST	300.00	33.16	1,250.00	149.44
2025 MISC OR DEVELOPMENT	.00	.00	99,322.98	.00
2025 INMATE BENEFIT	2,557.77	8,838.03	86,471.51	94,706.36
2025 LEOSE	.00	.00	7,560.48	.00
2025 DOMESTIC VIOLENCE SPC CASELOAD	.00	5,844.04	59,744.00	53,162.20
2025 JURY FUND	977.07	.00	40,013.49	31,794.00
2025 JUDICIAL EDUCATION/SUPPORT	60.00	.00	885.00	.00
2025 MV ELECTRONIC TRANSFER	.00	.00	7,850,845.68	7,910,132.17
2025 LATCF	.00	.00	.00	.00
2025 DRA (DETENTION REIMBURSEMENT)	36,785.00	36,785.00	36,785.00	36,785.00
2025 COMMUNITY DEVELOPMENT	.00	.00	.00	.00
2025 RDA (JUVENILE)	.00	.00	.00	.00
2025 STATE CRISIS INTERVENTION PROG	25,233.12	6,791.25	28,809.33	38,365.49
2025 SB22 DISTRICT ATTORNEY	.00	19,499.74	275,000.00	168,540.05
2025 VINE	.00	.00	9,285.66	9,285.66
2025 OPIOD DISTRIBUTION	.00	.00	69,475.84	.00
2025 JUVENILE GRANT	.00	1,300.72	37,829.91	15,844.99
2025 COUNTY CLERK RECORD MGMT	6,240.00	8,231.68	83,510.00	59,653.61
2025 CO SERIES 2005	.00	.00	.00	.00
2025 ARCHIVE RECORDS	5,880.00	.00	23,908.85	.00
2025 2012 SERIES	.00	.00	2,248,172.47	280,125.00
2025 VITAL STATISTICS & PRESERVATIO	380.00	.00	2,046.00	.00
2025 DISTRICT ATTORNEY EVIDENCE	.00	.00	.00	.00
2025 COUNTY AND DISTRICT COURT TECH	127.68	.00	1,644.85	185.00

FUND NAME	***** MONTH TO DATE *****		***** YEAR TO DATE *****	
	REVENUES	EXPENSES	REVENUES	EXPENSES
2025 DIST COURT CHILD SUPPORT	.00	.00	.00	.00
2025 JUVENILE HUMAN TRAFFICKING	.00	.00	.00	.00
2025 JUVENILE PROBATION TRUST	.00	.00	.00	.00
2025 JUSTICE COURT SUPPORT FUND	2,425.00	.00	32,467.00	.00
2025 TYC CONTRACT	.00	.00	.00	.00
2025 DISTRICT CLERK OF THE COURT	7,138.58	.00	63,161.14	.00
2025 ELECTION SERVICES CONTRACT	48,599.03	33,120.71	76,137.20	51,489.19
2025 SHERIFF CRIMINAL LAW ENF	.00	.00	.00	7,995.00
2025 TREASURY FORFEITURE FUNDS	.00	.00	.00	.00
2025 DISTRICT CLERK COURT REGISTRY	.00	.00	.00	.00
2025 COUNTY CLERK TRUST FUND	.00	.00	.00	.00
2025 COURT-INITIATED GUARDIANSHIP	360.00	.00	5,460.00	.00
2025 DISTRICT CLERK TRUST FUND	.00	.00	.00	.00
2025 COMMUNITY SUPERVISION BAS	85,814.77	152,201.13	1,364,696.07	1,517,577.84
2025 JUVENILE PROBATION COMMUN	.00	.00	.00	.00
2025 STATE FEES	.00	.00	.00	.00
2025 LEVEE & DRAINAGE	.00	.00	.00	.00
2025 TAX ASSESSOR PARKS & WILDLIFE	.00	.00	133,006.67	134,717.28
2025 TABC	.00	.00	9,235.00	6,040.00
2025 DWI	.00	.00	.00	.00
2025 OTHER AGENCY FUND	.00	.00	.00	.00
2025 FOOD SERVICE PROGRAM	1,225.00	2,938.54	20,150.00	25,295.56
2025 DRUG COURT PROGRAM	705.56	171.97	9,817.73	1,371.05
2025 CSCD RESTITUTION	7,385.72	.00	130,685.52	33,085.80
2025 TRUANCY PREVENTION & DIVERSION	475.36	.00	6,703.77	.00
2025 JUVENILE STATE AID	.00	60,503.09	567,892.00	506,168.87

FUND NAME	***** MONTH TO DATE *****		***** YEAR TO DATE *****	
	REVENUES	EXPENSES	REVENUES	EXPENSES
2025 JUVENILE DSA	.00	4,291.69	37,646.00	39,231.99
2025 HAVA ELECTION SECURITY GRANT	.00	.00	.00	.00
2025 DISTRICT CLERK RESEARCH ACCT	54.80	.00	54.80	.00
2025 BCWC RESIDENT TRUST ACCOUNT	47,543.04	42,092.11	47,543.04	42,092.11
2025 SB22 SHERIFF	.00	36,388.16	500,000.00	308,298.33
2025 INMATE TRUST ACCOUNT	241,823.08	258,110.96	385,924.75	403,772.59
2025 COUNTY CLERK TRUST	.00	.00	.00	.00
2025 LPPF	9,721,264.99	10,453,437.51	9,721,264.99	10,453,437.51
2025 VOCA	5,504.53	3,758.62	21,752.70	31,002.13
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TOTAL	14,767,101.42	14,412,965.63	68,209,833.10	53,683,176.10

Series 2018		Principal	Interest		
Balance at 10/1/24	\$	10,840,000.00	\$	2,038,100.00	\$ 12,878,100.00
Payments	\$	1,685,000.00	\$	449,800.00	\$ 2,134,800.00
Balance at 9/30/25	\$	9,155,000.00	\$	1,588,300.00	\$ 10,743,300.00
Series 2021		Principal	Interest		
Balance at 10/1/24	\$	3,655,000.00	\$	924,900.00	\$ 4,579,900.00
Payments			\$	109,650.00	\$ 109,650.00
Balance at 9/30/25	\$	3,655,000.00	\$	815,250.00	\$ 4,470,250.00

INVOCATION

Commissioner Pct. 3-James Strain, DeKalb, TX

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

**COMMISSIONERS COURT MINUTES
MAY 27, 2025**

BE IT REMEMBERED, that on this 27th day of May, 2025, 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 23rd day of May, 2025 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 Samuel Brown

ANNOUNCEMENTS

None

REGULAR AGENDA ITEMS

Court convened at 9:01 A.M. when the following **ORDERS, JUDGMENTS and DECREES** were had and **ORDERED** spread upon the minutes of the Court to-wit.

Item 1: Public Comments were made by Tracy and George Lee, Queen City, TX.

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

Item 3: On this 27th day of May, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to authorize the County Judge to sign a Resolution Urging Congressional Support for Red River Army Depot (RRAD).
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.

- Item 4: On this 27th day of May, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to open bids for request for proposals for Autopsy Transport in Bowie County, RFP #2025-09.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 5: On this 27th day of May, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to table the approval or rejection of bids and authorize the contract for request for proposals for Autopsy Transport in Bowie County, RFP #2025-09.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 6: On this 27th day of May, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to bring back to the table bids for chipseal on County Road 2204 in Precinct 2, RFP #2025-07.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 7: On this 27th day of May, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to approve the bid from HB Cavers (\$28,748.79) and authorize the contract for request for proposals for Chipseal on County Road 2204 in Precinct 2, RFP #2025-07.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 8: On this 27th day of May, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to bring back to the table bids to reconstruct Copper Ridge Road in Precinct 2, RFP 2025-08.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 9: On this 27th day of May, 2025, a motion was made by Commissioner Tom Whitten and duly second by James Strain to approve the bid from Gibson Asphalt (\$91,766.00) and authorize the contract for request for proposals for reconstruct of Copper Ridge Road in Precinct 2.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 10: On this 27th day of May, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the Treasurer's Monthly Report for April 2025.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 11: On this 27th day of May, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone 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 12: On this 27th day of May, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain 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 13: On this 27th day of May, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Mike Carter to approve the minutes as an Order of the Court (May 12, 2025). Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 14: There was no Adjournment for Executive Session pursuant to the following Sections:

- a. Section 551.071 of the Texas Government code: Consultation with attorney regarding legal issue relating to pending or contemplated litigation.
- b. Section 551.072 of the Texas Government Code: Deliberation of the purchase, exchange, lease or value of real property.
- c. Section 551.074 of the Texas Government Code: Personnel Matters.
- d. Section 551.087 of the Texas Government Code: Deliberation regarding Economic Development Negotiations.

Item 15: There was no action 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 27th day of May, 2025, 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.

**SPECIAL COMMISSIONERS COURT MINUTES
JUNE 2, 2025**

BE IT REMEMBERED, that on this 2nd day of June, 2025, the **HONORABLE COMMISSIONERS COURT** of Bowie County, Texas met in **SPECIAL SESSION** at the Courthouse in New Boston, Texas after due notice had been posted on the 28th day of May, 2025 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 Samuel Brown**

REGULAR AGENDA ITEMS

Court convened at 11:00 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 2nd day of June, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to bring back to the table bids for Autopsy Transport in Bowie County, RFP #2025-09.

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

Item 4: On this 2nd day of June, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to reject bids and authorize the contract for request for proposals for Autopsy Transport in Bowie County, RFP #2025-09.

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

**Item 5: On this 2nd day of June, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to give permission to advertise for request for proposals for Autopsy Transport in Bowie County, RFP #2025-10.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**

**On this 2nd day of June, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to adjourn.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**