

**JOINT RESOLUTION  
FOR  
JOINT PRIMARY**

**WHEREAS**, the Democratic Party of Bowie County, Texas, and the Republican Party of Bowie County, Texas, desire to enter a Joint Primary Election Services Contract for the March 3rd, 2026, Primary Election with the Bowie County Election Administrator as the County Election Officer.

**AND WHEREAS**, the Commissioners Court of Bowie County, Texas desires to give authorization for said Contract.

**NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF BOWIE, COUNTY, TEXAS, THAT:**

Said Commissioners Court authorizes a Joint Contract by and among, Brenda Cruz, Chief of Staff/Texas Democratic Party, and Gary Singleton, Republican Party Chair, and Pat McCoy, County Election Officer of Bowie County, Texas, for the conduct and supervision of the March 3rd, 2026, County Joint Primary Election on March 3rd, 2026, and the May 26th, 2026, County Joint Primary Runoff Election, if necessary, on May 26th 2026.

**PASSED AND APPROVED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Signature of County Judge**

\_\_\_\_\_  
**Signature of Commissioner, Precinct 1**

\_\_\_\_\_  
**Signature of Commissioner, Precinct 2**

\_\_\_\_\_  
**Signature of Commissioner, Precinct 3**

\_\_\_\_\_  
**Signature of Commissioner, Precinct 4**

**Attested to:** \_\_\_\_\_  
**County Clerk**

**Texas Democratic Party**

**Bowie County Republican Party**

**By:** \_\_\_\_\_, **County Chair**

**By:** \_\_\_\_\_, **County Chair**

**County Elections Official**

**By:** \_\_\_\_\_, **County Election Administrator**



### Maintenance Agreement

Customer Bowie, County of

Address 710 James Bowie Dr

City/ State/ Zip New Boston, TX 75570 Machine ID 8891

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_ Key Operator \_\_\_\_\_

60 months

#### Coverage Period

From \_\_\_\_\_ to \_\_\_\_\_, or 1,000,000 copies. Contract will expire when one of these criteria has been met. Vanco reserves the right to adjust the maintenance agreement pricing annually at the end of the coverage period.

Model #	Serial #	Price
<u>ES4525AC</u>	<u>SSGQ9525S</u>	<u>\$.008 per black copy</u>
		<u>\$.0460 per color copy</u>

Start meter reading Black 100 Color 100

This agreement does not include the following items: PAPER

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Customer Signature: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

Donna  
Vanco's Representative

VP  
Title \_\_\_\_\_

Contract valid only if signed and returned within 10 days of \_\_\_\_\_.  
This agreement is subject to the terms and conditions on the reverse side.

**FULL MAINTENANCE AGREEMENT**  
**TERMS AND CONDITIONS**

1. Vanco Systems, Inc. (Vanco) will provide preventative maintenance calls on copier(s) or accessories described on the front in conjunction with regular or emergency service calls.
2. Service calls under this Agreement will be made during normal business hours. Monday through Friday 8-5.
3. During the term of this Agreement, Vanco will provide without charge, all replacement parts which have been worn or broken through normal use.
4. This Agreement will not apply to service made necessary by accident, improper electrical service, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of either service by personnel other than Vanco, or the use of supplies or parts not meeting the manufacturers specifications. Vanco will charge customer for repairs and parts, due to the foregoing, at the rates in effect when such service work is performed.
5. This Maintenance Agreement includes all consumable items not specifically excluded on the front of this Agreement.
6. This Agreement is not transferable to a third party, except with the prior written consent of Vanco.
7. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the customer.
8. All calls made by Vanco during normal working hours on the customer's premises at the address shown. Should the equipment be moved to another location in a more distant area, there will be an increase in the maintenance charge.
9. No terms or conditions, expressed or implied, are authorized unless they appear on this Agreement, signed by the customer and Vanco.
10. This agreement will remain in force until cancelled by a 30 day written notice of either party. In the event of termination of agreement, any amount prepaid for any unexpired period of service shall be refunded.
11. Customer hereby grants to Vanco a security interest to secure payment of all maintenance fees or other sums of money becoming due hereunder from Customer, upon all equipment or other personal property of Customer maintained by Vanco, together with the proceeds from the sale or lease of such equipment. Such equipment shall not be removed without the consent of Vanco until all arrearages in rent and other sums of money then due to Vanco hereunder shall first have been paid and discharged. Upon the occurrence of an event of default, Vanco, may, in addition to any other remedies provided herein or by law, enter upon the Customer's premises and take possession of such equipment without liability for trespass or conversion, and sell the same at public or private sale, after giving Customer reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Customer of such sale shall be deemed sufficient if given in the manner prescribed in this agreement at least 10 days before the time of the sale. Any public sale made under this paragraph shall be deemed to have been conducted in a commercially reasonable manner if held in Vanco's office or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the State and County where such equipment is located, for five consecutive days before the date of the sale. Vanco or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition dealt with in this paragraph, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted herein. Any surplus shall be paid to Customer or as otherwise required by law; Customer shall pay any deficiencies or other charges forthwith. Upon request by Vanco, Customer agrees to execute and deliver to Vanco a financing statement in form sufficient to perfect the security interest of Vanco in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State where such equipment will be located or where customer may be domiciled.

Vanco Systems, Inc.  
2301 Texas Boulevard, Texarkana, TX 75501  
Ph (903) 794-1013 Fax (903) 792-4176



## TERMS AND CONDITIONS

- 1. Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
- 2. Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- 3. Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
- 4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- 5. Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- 6. Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- 7. Use Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.** You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- 8. Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- 9. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- 10. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- 11. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 12. Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 13. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- 14. Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- 15. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- 16. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 17. Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay the applicable purchase price (and taxes).
- 18. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 19. Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- 20. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- 21. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 22. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.



## DELIVERY AND ACCEPTANCE



FINANCIAL SERVICES

### ACCOUNT DETAILS

Re: Agreement / Contract / Account Schedule Number: 3221353

("Contract")

Lessee/Customer: Bowie, County of

("Customer")

This certificate of Delivery and Acceptance to the lease, loan or other form of financial services contract described above ("Contract") is by and between Toshiba Financial Services and the customer identified above.

Customer, through its authorized representative, hereby certifies to Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

1. The equipment ("Equipment") identified in the Contract, including in any equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the equipment will be used and which is the "Equipment Location" identified in the Contract.
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) fully functioning, and (d) in good working order.
3. The Equipment is of a capacity, size, design, and manufacture acceptable to Customer and is suitable for Customer's purposes.
4. Customer is not in default under the Contract and all of Customers' statements and promises set forth in the Contract are true and correct.
5. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

### VERIFICATION

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes.  
IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date.

Print Name: Bowie, County of

Title:

Signature: X

Date:

**NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT**  
**(Applicable to Governmental Entities Only)**

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Bowie, County of ("Governmental Entity") and Toshiba Financial Services ("Company"), which agreement is identified in Company's records as agreement number 3221353 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

**GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE**

<b>(As Stated Above)</b>	<b>X</b>	SIGNATURE	NAME & TITLE	DATE
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## Bowie County Cellular Telephone Phone Allowance Request Form

EMPLOYEE NAME: David Parker

DEPARTMENT: Bowie County Juvenile Probation Department

### EXPLANATION OF CELLULAR TELEPHONE NECESSITY FOR JOB DUTIES:

Juvenile Probation Officers and Case Managers have responsibilities that include a rotating on-call schedule, transportation duties and field work, which necessitate the use of their personal cell phones. Within these responsibilities the on-call schedule has them needing to be available to dispatch for intake purposes 24 hours a day. Cell phone allowance is paid out of state funding which is not cost to the county.

AMOUNT PER MONTH: \$50



Elected Official/Department Head

12.15.25

Date

Approved this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commissioner Precinct 1  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commissioner Precinct 2  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commissioner Precinct 3  
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\_\_\_\_\_  
\_\_\_\_\_

Commissioner Precinct 4  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County Judge  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County Clerk Attest  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Tel. 903/628-6721  
903/628-6722  
Fax 903/628-1071

*Donna Burns, CCJ*  
Bowie County Treasurer

710 James Bowie Dr.  
New Boston, Texas  
75570

**COURT APPROVAL REQUEST**

Commissioner Court Date: January 12, 2026

The following accounts payable warrants from the "62" Fund (due 02-01-2026) account is being submitted to Commissioners Court for approval to be paid.

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
BOKF, NA	Texas Unlimited Tax Refunding	
	Bonds/Series 2018	
	Principal	
	Interest	182,775.00
	Agent Fee	<u>200.00</u>
	<b>Total</b>	<b>182,975.00</b>

Approved by:

Pct. 1 \_\_\_\_\_

County Judge \_\_\_\_\_

Pct 2 \_\_\_\_\_

County Clerk \_\_\_\_\_

Pct 3 \_\_\_\_\_

Treasurer Donna Burns

Pct 4 \_\_\_\_\_

Auditor \_\_\_\_\_



Tel. 903/628-6721  
903/628-6722  
Fax 903/628-1071

*Donna Burns, CCJ*  
Bowie County Treasurer

710 James Bowie Dr.  
New Boston, Texas  
75570

**COURT APPROVAL REQUEST**

Commissioner Court Date: January 12, 2026

The following accounts payable warrants from the "62" Fund (due 02-01-2026) account is being submitted to Commissioners Court for approval to be paid.

<b><u>Vendor</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
BOKF, NA	Texas Unlimited Tax Refunding	
	Bonds/Series 2021	
	Interest	54,825.00
	Agent Fee	<u>200.00</u>
	<b>Total</b>	<b>55,025.00</b>

Approved by:

Pct. 1 \_\_\_\_\_ County Judge \_\_\_\_\_

Pct 2 \_\_\_\_\_ County Clerk \_\_\_\_\_

Pct 3 \_\_\_\_\_ Treasurer Donna Burns

Pct 4 \_\_\_\_\_ Auditor \_\_\_\_\_

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Bowie \_\_\_\_\_ } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71038066

That we, Nancy Talley, as Principal, and  
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held  
and bound unto 1 Bowie County Judge, his successors in office,  
in the sum of 2 Five Thousand and 00/100 DOLLARS (\$5,000.00),  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Dated this 4th day of October, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected  
to the office of Justice of The Peace in and for 3 Bowie \_\_\_\_\_ County, State of Texas, for  
a term of one year commencing on the 1st day of January, 2026.  
(Elected-Appointed)

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of  
him by law as the aforesaid officer, and shall <sup>4</sup>  
faithfully and impartially discharge the duties required by law and promptly pay to the  
entitled party all money that comes into her hands during the term of office

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

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

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

Principal

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of \_\_\_\_\_

} ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

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

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

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

SEAL

\_\_\_\_\_ County, Texas

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Bowie } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71597313

That we, Susan Spellings, as Principal, and  
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held  
and bound unto Bowie County Judge, his successors in office,  
in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Dated this 4th day of October, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly \_\_\_\_\_ appointed  
to the office of Justice of The Peace in and for <sup>(Elected—Appointed)</sup> Bowie County, State of Texas, for  
a term of one year commencing on the 1st day of January, 2026.

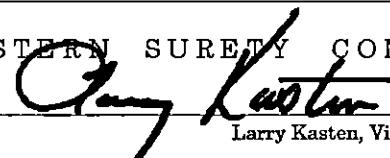
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of  
him by law as the aforesaid officer, and shall <sup>4</sup>  
faithfully and impartially discharge the duties required by law and promptly pay to the  
entitled party all money that comes into her hands during the term of office

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

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

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

*Sign*

Principal  
WESTERN SURETY COMPANY  
By   
Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of \_\_\_\_\_

} ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_  
County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

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

SEAL

\_\_\_\_\_  
County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

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

SEAL

\_\_\_\_\_  
County, Texas

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS  
County of Bowie } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 26001290

That we, David M. Carter, as Principal, and  
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held  
and bound unto <sup>1</sup>Bowie County Treasurer, his successors in office,  
in the sum of <sup>2</sup>Three Thousand and 00/100 DOLLARS (\$3,000.00),  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Dated this 27th day of October, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly Appointed  
(Elected—Appointed)  
to the office of County Commissioner in and for <sup>3</sup>Bowie County, State of Texas, for  
a term of one year commencing on the 1st day of January, 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 <sup>4</sup>

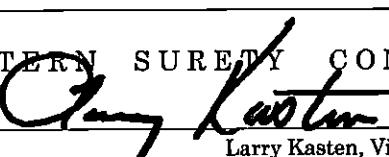
faithfully perform the commissioner's official duties and reimburse the county for all  
county funds illegally paid to him and will not vote or consent to make a payment of  
county funds except for a lawful purpose.

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

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

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to  
whom this bond is payable stating the same less than thirty (30) days thereafter, the Surety's liability hereunder shall  
terminate as to subsequent acts of the principal.

SIGN

Principal  
WESTERN SURETY COMPANY  
By   
Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

} ss

County of \_\_\_\_\_

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

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

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

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

SEAL

\_\_\_\_\_ County, Texas

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Bowie } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71293162

That we, Donna Burns, as Principal, and  
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held  
and bound unto Bowie County Judge, his successors in office,  
in the sum of Five Hundred Thousand and 00/100 DOLLARS (\$500,000.00),  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Dated this 4th day of October, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly \_\_\_\_\_ appointed  
to the office of Treasurer in and for Bowie County, State of Texas, for  
a term of one year commencing on the 1st day of January, 2026.  
(Elected—Appointed)

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

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

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

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

Principal  
WESTERN SURETY COMPANY  
By Donna Kasten  
Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of \_\_\_\_\_

} ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_  
County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

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

SEAL

\_\_\_\_\_  
County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

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

SEAL -

\_\_\_\_\_  
County, Texas

# 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. 100027818

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Katlyn B Wilson, 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 27th day of February, 2023, duly Appointed to the office of Payroll Clerk in and for Bowie County in the State of Texas, for a term beginning the 27th day of February, 2026 and ending the 27th day of February, 2027.

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 13th day of October, 2025

Katlyn B Wilson

Principal

Katlyn B Wilson

MERCHANTS BONDING COMPANY (MUTUAL)

By:

Jeanette D. Blanke

Attorney-in-Fact

## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of \_\_\_\_\_

} ss.

Before me, \_\_\_\_\_, a notary public, on this day personally appeared

Katlyn B Wilson

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

***There was a Public Hearing held beginning at 9:00 A.M. regarding the Reinvestment Zone Rabbit's Foot Solar LLC #2 & reauthorization of the guidelines and criteria governing tax abatement agreements. Everyone in attendance was asked to sign a sign-in sheet and after discussion the hearing was closed at 9:09 A.M.***

**INVOCATION**

Commissioner Pct. 3-James Strain, DeKalb, TX

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance to the United States

**COMMISSIONERS COURT MINUTES**  
**December 22, 2025**

**BE IT REMEMBERED**, that on this 22<sup>nd</sup> day of December, 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 16<sup>th</sup> day of December, 2025 with the HONORABLE 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 9:16 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 Mike Sandefur, New Boston, TX.

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

**Item 3: There was a presentation given to the Court by Red Barn Solar.**

**Item 4: On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the reauthorization of the Bowie County Tax Abatement Guidelines and Criteria.**

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

**Motion carried.**

**Item 5: On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Tom Whitten to approve the purchase of a 2025 Toyota Highlander for \$45,620.20 for the Bowie County Juvenile Probation Office from Buyboard State Contract #724.23.**

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

**Motion carried.**

**Item 6: On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve quote #1953626000108757011 between Jett Business Systems and the Bowie County Courthouse.**

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

**Motion carried.**

**Item 7: On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve the addendum to the Service Contract No. C1167 between Jett Business Systems and Bowie County Courthouse.**

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

**Motion carried.**

**Item 8: On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the contract between Civic Plus and Bowie County.**

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

**Motion carried.**

**Item 9: On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to make the following changes to the Tax Assessor Collector Office labor table for FY 2026.**

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

**Motion carried.**

**Item 10: On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to make the following changes to the Elections Office labor table for FY 2026.**

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

**Motion carried.**

**Item 11:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the Resolution Authorizing the Application for the Other Victim Assistance Grant (OVAG) FY 2026-2028.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.

**Item 12:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the FY2026 Victim Assistance Grant (OVAG) 2<sup>nd</sup> Offering Contract.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.

**Item 13:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to authorize the County Judge to sign the renewal of the contract between Westlaw Publishing Corporation and the Public Defender's Office.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.

**Item 14:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to amend the 2025 Holiday Schedule to include December 24, 2025.  
Motion was put to a vote and three (3) Commissioners voted yes and one (1) Commissioner Tom Whitten voted no.  
Motion carried.

**Item 15:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to accept the resignation of Larry Meadows from ESD #5.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.

**Item 16:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to appoint Robin Brule to the unexpired term held by Larry Meadows to ESD #5.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.

**Item 17:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to reappoint Ben Franks to ESD #5 for a one-year term expiring December 2026.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.

**Item 18:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to pay Four States Fiber the payments of \$1,377,428.00 and \$1,554,406.00 from ARP Funds for the Bowie County Fiber Ring Project.  
Motion was put to a vote and all Commissioners voted yes and none voted no.  
Motion carried.

**Item 19:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the Mutual Aid Agreement for Complex Response and Investigation Planning.

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

Motion carried.

**Item 20:** On this 22<sup>nd</sup> day of December, 2025 a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to create a reinvestment zone for purposes of tax abatement to provide economic development within the county in accordance with Chapter 312 of the Texas Tax Code, said reinvestment zone to be known as Bowie County Reinvestment Zone-Rabbit's Foot Solar LLC No. 2 and located as described and depicted in the application for Designation of Reinvestment Zone by Rabbit's Foot Solar LLC, dated July 22, 2025 and in the public notices published in accordance with Chapter 312 of the Texas Tax Code.

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

Motion carried.

**Item 21:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the Modification of the Tax Abatement Agreement with Rabbit's Foot Solar LLC, pursuant to Chapter 312, Texas Tax Code.

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

Motion carried.

**Item 22:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the Treasurer's Investment Report as of September 30, 2025.

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

Motion carried.

**Item 23:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the Treasurer's Monthly Report for September, October & November 2025.

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

Motion carried.

**Item 24:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Mike Carter to approve the Auditor's Monthly Report for September, October & November 2025.

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

Motion carried.

**Item 25:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Mike Carter 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 26:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter 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 27:** On this 22<sup>nd</sup> day of December, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to approve the minutes as an Order of the Court (December 1, 2025-Special Session and December 8, 2025-Regular Session).

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

Motion carried.

**Item 28:** There was no adjournment into Executive Session pursuant to the following Sections:

- a. Section 551.071 of the Texas Government Code: Consultation with an attorney regarding legal issues 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 29:** 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 22<sup>nd</sup> day of December, 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.