

**EXHIBIT 2
Concluding Payment Schedule to
Government Agreement**

Quote Number.....5064843

Dated _____, 20__
between
**Caterpillar Financial Services Corporation
and
BOWIE COUNTY TEXAS**

Description of Unit: Multiple Assets

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	477,278.84	90,000.00	0.00	0.00	4.99	387,278.84
total		<u>90,000.00</u>	<u>0.00</u>	<u>0.00</u>		
2	387,278.84	89,426.58	0.00	19,325.22	4.99	317,177.48
total		<u>89,426.58</u>	<u>0.00</u>	<u>19,325.22</u>		
3	317,177.48	89,426.58	0.00	15,827.15	4.99	243,578.05
total		<u>89,426.58</u>	<u>0.00</u>	<u>15,827.15</u>		
4	243,578.05	89,426.58	0.00	12,154.55	4.99	166,306.02
total		<u>89,426.58</u>	<u>0.00</u>	<u>12,154.55</u>		
5	166,306.02	89,426.58	0.00	8,298.67	4.99	85,178.11
total		<u>89,426.58</u>	<u>0.00</u>	<u>8,298.67</u>		
6	85,178.11	89,426.58	0.00	4,250.37	4.99	1.90
total		<u>89,426.58</u>	<u>2.00</u>	<u>4,250.37</u>		
7	1.90	0.00	2.00	0.10	4.99	0.00
total		<u>0.00</u>	<u>2.00</u>	<u>0.10</u>		
total		537,132.90	2.00	59,856.06		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

**EXHIBIT 2
Concluding Payment Schedule to
Government Agreement**

Quote Number.....5064843

Dated _____, 20__
between
**Caterpillar Financial Services Corporation
and
BOWIE COUNTY TEXAS**

Description of Unit: Multiple Assets

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	477,278.84	90,000.00	0.00	0.00	4.99	387,278.84
total		90,000.00	0.00	0.00		
2.	387,278.84	89,426.58	0.00	19,325.22	4.99	317,177.48
total		89,426.58	0.00	19,325.22		
3	317,177.48	89,426.58	0.00	15,827.15	4.99	243,578.05
total		89,426.58	0.00	15,827.15		
4	243,578.05	89,426.58	0.00	12,154.55	4.99	166,306.02
total		89,426.58	0.00	12,154.55		
5	166,306.02	89,426.58	0.00	8,298.67	4.99	85,178.11
total		89,426.58	0.00	8,298.67		
6	85,178.11	89,426.58	0.00	4,250.37	4.99	1.90
total		89,426.58	2.00	4,250.37		
7	1.90	0.00	2.00	0.10	4.99	0.00
total		0.00	2.00	0.10		
total		537,132.90	2.00	59,856.06		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: BOWIE COUNTY TEXAS

Address 710 JAMES BOWIE DR
 City NEW BOSTON
 State TX

Good if:
 Acknowledged by Jul-15-2026
 Funded by Jul-15-2026

DEALER

HOLT TEXAS, LTD. E140
 Sales person Cooper E140, Derek
 Dealer contact Barbara Stanberry E140
 Telephone _____

Quote number 5064843
 Fax Number _____
 Quote Date 15-Jun-26
 Quote Time 04:14:25 PM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type Governmental Lease Quoted By Barbara Stanberry E140
 Number of Payments 7 Annual Report Created By Zack Leonard
 Payments in Advance

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	317-07	500	1	196,621.00	197,374.92	See Amort. Schedule	1.00	4.990%
New	953-12	500	1	279,401.00	279,903.92	See Amort. Schedule	1.00	4.990%
Total			2	476,022.00	477,278.84	See Amort. Schedule	2.00	4.9900%

Special Conditions:
 317-07

Serial Number - NDX20218, Model Year - 2025, Standard Environment;
 Major Attachments-Cab; Blades/Buckets/Rippers-General Purpose Bucket;
 Manual Configuration and Work Tools:

953-12

Serial Number - LTL00873, Model Year - 2026, Standard Environment;
 Major Attachments-Air Conditioning, Cab, Blades/Buckets/Rippers-General Purpose Bucket, Ripper;
 Manual Configuration and Work Tools:

Payment Structure – Asset
 1 Annual payment(s) 30,000.00
 5 Annual payment(s) 38,648.53
 1 Stub payment(s) 1.00
 Payment Structure – Asset
 1 Annual payment(s) 60,000.00
 5 Annual payment(s) 50,778.05
 1 Stub payment(s) 1.00

	Model	Insurance	Payment w/Insurance
New	317-07	2,203.85	Amort. Sch.
New	953-12	3,132.44	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company and is not an offer to contract for insurance.

CONDITIONS

- Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.
- Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.
- Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

BOWIE COUNTY TEXAS

Date



SALES AGREEMENT

DATE Jun 15, 2026 Agreement Number: 286335

HOLT TEXAS LTD., 5665 Southeast Loop 410, San Antonio, TX78222 Phone: (800) 275-4658

CUSTOMER BOWIE COUNTY PCT 4-NB
STREET ADDRESS 710 JAMES BOWIE DR
CITY/STATE NEW BOSTON, TX COUNTY/COUNTRY BOWIE, UNITED STATES
POSTAL CODE 75570-0248 PHONE NO. 903 628 6710
EQUIPMENT
PRODUCT SUPPORT
INDUSTRY CODE: COUNTY GOVERNMENT (PS92) PRINCIPAL WORK CODE
F.O.B. AT: Sulphur Springs - Machine Division SHIP VIA:

CUSTOMER NUMBER 0168398 Sales Tax Exemption # (if applicable) - TYPE: Governmental TX COUNTY GOVT
CUSTOMER PO NUMBER LKE (Yes / No)

PAYMENT TERMS: (Payment Terms are subject to Finance Company - OAC approval)
NET PAYMENT ON RECEIPT OF INVOICE [] NET ON DELIVERY [] FINANCIAL SERVICES [x] CSC [] LEASE [] Net 30
CASH WITH ORDER N/A BALANCE TO FINANCE \$167,021.02 CONTRACT INTEREST RATE 5.99 RELEASE NUMBER

Table with 2 columns: Description of Equipment Ordered / Purchased, and Price. Includes items like MAKE: CATERPILLAR INC, MODEL: 317 TC, YEAR: 2025, and various attachments like LANE 1 ORDER, FIXTURE, BUCKET LINKAGE, etc.

TRADE-IN EQUIPMENT
MODEL: 160D - JOHN DEERE (JD) YEAR: 2017 SN: 050616
PAYOUT TO: AMOUNT: PAID BY: Dealer

TERMS OF SALE table with columns: Item, Amount. Includes rows for SALE PRICE (\$196,621.02), EXT WARRANTY (Included), TRADE ALLOWANCE (\$30,000.00), SUB TOTAL (\$166,621.02), DOCUMENT FEE (\$400.00), TOTAL PURCHASE PRICE (\$167,021.02).

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

IT IS HOLT'S INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, HOLT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF HOLT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:
HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THE EQUIPMENT IS SOLD ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS. CUSTOMER ACKNOWLEDGES THAT USED EQUIPMENT MAY OR MAY NOT HAVE THE ORIGINAL OEM MANUALS, AND THAT SUCH MANUALS SHOULD BE PURCHASED BY CUSTOMER PRIOR TO USE OR MAINTENANCE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS
ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

EQUIPMENT WARRANTY
Customer acknowledges that they have received a copy of any warranty and have read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.
12 Month/Unlimited Hours Total Machine
317-12 MO/8760 HR POWERTRAIN, 317-84 MO/4000 HR PREMIER
INITIAL ds-init1
CSA:

NOTES:
Date Jun 15, 2026
Cooper, Derek(141) ORDER RECEIVED BY SALES MANAGER
Signature Title
Date BOWIE COUNTY PCT 4-NB CUSTOMER
By Signature Title

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT: This Agreement becomes binding on Holt only upon Holt's execution of this Agreement, and subject to the availability of the Equipment from the manufacturer. Customer shall inspect the Equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies Holt of any defects, in writing and via telephone. Holt shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to Holt. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of Holt.

2. TITLE TO EQUIPMENT: Title to the Equipment shall pass to the Customer only upon Holt's actual receipt of funds in the total amount of the Purchase Price and other sums due to Holt hereunder.

3. TAKEN IN TRADE: Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

4. TAXES: Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.

5. CUSTOMER'S WARRANTIES AND USE: In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.

6. LOSS AND DAMAGE: Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.

7. SECURITY AGREEMENT: Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.

8. EVENTS OF DEFAULT: The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when Holt deems itself insecure with respect to Customer's performance; (4) Customer fails to perform any of Customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

9. REMEDIES ON DEFAULT: In the event of any default by Customer, Holt is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

10. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.

11. ASSIGNMENT: HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to CATD Exchange Services LLC. No assignee of HOLT, including CATD Exchange Services LLC, as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.

12. INSURANCE COVERAGES: Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary.

13. NOTICES: All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.

14. MISCELLANEOUS: This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either Dallas County or Bexar County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. Please read the Cat® Embedded Software License Agreement ("Agreement") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The agreement governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the agreement for comprehensive definitions). **Right to a jury trial is hereby waived by all parties.**

15. ARBITRATION: Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration.

16. Customer acknowledges that Caterpillar Inc. and its subsidiaries and affiliated entities (collectively, "Caterpillar") and HOLT each collect, use, retain disclose and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about Caterpillar and/or HOLT products and services. Caterpillar's Global Data Privacy Statement (GDPS) is available at <http://www.caterpillar.com/dataprivacy>. HOLT's privacy statement is available at <https://www.holtcat.com/privacy>. HOLT and Caterpillar may share or disclose said personal information with the other. HOLT may also share personal, product and other types of information with other third parties for business related purposes. Customer agrees that nothing contained herein impacts any authorization or consent previously provided to Caterpillar or HOLT.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

Caterpillar: Confidential Green

FOR DEALER USE ONLY
Company UCID
Company Representative CWS ID
Main Store Dealer Code
Dealer Representative Name
Dealer Representative CWS ID

HOLT CAT LETTER OF PARTICIPATION

At HOLT CAT, we value your business and are committed to helping you extend the life of your equipment while maximizing your investment. With proper care and maintenance, your CAT machine is designed to stay on the job and deliver exceptional performance.

As a loyal customer, we're pleased to provide support for the first year of ownership with every CAT machine purchase, which includes HOLT CAT notifications for recommended maintenance services.

To make the most of this support, we recommend that you:

1. Purchase CAT Genuine parts exclusively from HOLT CAT or online at parts.cat.com
2. Leverage HOLT CAT's expert systems to perform one of the following:
 - (a) Oil sampling analysis at each of your service intervals
 - (b) Conduct an annual Visual Inspection with CAT Inspect or CWMS Inspection
3. Authorize digital data collection from your equipment to Caterpillar and maintain consistent machine connectivity

By following the recommendations above and utilizing HOLT CAT's technical expertise, professional advice, and ongoing support, you can experience the following benefits:

1. Early problem detection, aimed at reducing downtime, repair costs, and maximizing equipment life
2. Efficient management of budgets, quotes, and invoices
3. Assistance in managing overall equipment lifecycle costs

To confirm your participation, please sign below and return a signed copy. Thank you for choosing HOLT CAT as your trusted partner in maximizing the value of your CAT equipment.

Signed: _____

Company: _____

Name: _____

Equipment Model: _____

Email Address: _____

Serial Number: _____

Position: _____

Date: _____



This letter of participation does not alter the Caterpillar warranty applicable to the equipment, and is otherwise supplied subject to HOLT CAT's Terms and Conditions of Software License and Services Agreement and HOLT CAT's Terms and Conditions for the Sale of Machines, Parts and Services by HOLT CAT (Excluding Rentals) available at holtcat.com/terms.



SALES AGREEMENT

DATE Jun 15, 2026
Agreement Number: 386342

HOLT TEXAS LTD., 5665 Southeast Loop 410, San Antonio, TX78222 Phone: (800) 275-4658

CUSTOMER	<u>BOWIE COUNTY PCT 4-NB</u>	
S STREET ADDRESS	<u>710 JAMES BOWIE DR</u>	<SAME>
O CITY/STATE	<u>NEW BOSTON, TX</u>	COUNTY/COUNTRY <u>BOWIE, UNITED STATES</u>
D POSTAL CODE	<u>75570-0248</u>	PHONE NO. <u>903 628 6710</u>
T CUSTOMER CONTACT:	<u>EQUIPMENT</u>	
O	<u>PRODUCT SUPPORT</u>	
INDUSTRY CODE:	<u>COUNTY GOVERNMENT (PS92)</u>	PRINCIPAL WORK CODE _____

F.O.B. AT: Sulphur Springs - Machine Division
SHIP VIA: _____

CUSTOMER NUMBER	<u>0168398</u>	Sales Tax Exemption # (if applicable) - TYPE: <u>Governmental</u>	CUSTOMER PO NUMBER	<u>LKE (Yes/No)</u>
		<u>TX COUNTY GOVT</u>		

PAYMENT TERMS: (Payment Terms are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input checked="" type="checkbox"/>	FINANCIAL SERVICES
CASH WITH ORDER	<u>N/A</u>	BALANCE TO FINANCE	<u>0.00</u>	CONTRACT INTEREST RATE
				<u>N/A</u>
				RELEASE NUMBER

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR INC	MODEL: 953	YEAR: 2026			
ID NUMBER: <u>HL1001439</u>	SERIAL NUMBER: <u>0LTL00873</u>	SMU: <u>6</u>			
953 TRACK LOADER	571-7389	SERVICE PACKAGE, EXTENDED	470-6425	SEDIMENT PUMP, FUEL TANK	589-4627
LANE 3 ORDER	0P-9003	PRODUCT LINK, CELLULAR PLE643	629-4869	SERIALIZED TECHNICAL MEDIA KIT	421-8926
REGIONAL PACKAGE, USA	579-4810	KIT, VISIBILITY, SINGLE CAMERA	574-7872	2026 PRICE ADJUSTMENT	PRICE ADJUST
CONSTRUCTION PKG, HDXL	578-0147	LIGHTS, ADDITIONAL	587-0518	Vision Link - Daily-36 Month	
ENGINE	578-6771	PREMIUM CORP RADIO (24V)	590-3290		
FAN, DEMAND, STANDARD	597-8918	TANK, FUEL, STANDARD	586-3135		
AIR INLET, STANDARD	581-2564	RIPPER, MULTI-SHANK	456-3991		
GUARD, IDLER	308-6518	LINKAGE, STANDARD	578-3059		
TRACK, 19", DG, HDXL, CTWS	633-4067	BKTA GP HD 100.4" 2.70YD3 PO	599-6912		
HYDRAULIC OIL, STANDARD	571-1184	COMPLETE STORAGE PROTECTION	0G-9236		
LINES IMPLEMENT, STANDARD	583-4097	CTWS & MSS RECEIVER, BLE	623-5152		
CAB, DELUXE	574-5821	EASY ACCESS PACKAGE	469-6095		
SEAT, DELUXE	578-7640	GUARD, FRONT LIGHTS	518-0006		
TRANSMISSION CONTROL, JOYSTICK	576-3199	HITCH, RIPPER	465-8893		
HYDRAULIC 3V,GP JOYSTICK, PACK	583-4057	OIL CHANGE SYSTEM, HIGH SPEED	348-5135		

TRADE-IN EQUIPMENT			TERMS OF SALE	
MODEL: <u>953D - CATERPILLAR INC(AA)</u>	YEAR: <u>2008</u>	SN: <u>LBP00822</u>	SALE PRICE	<u>\$279,401.39</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: <u>Dealer</u>	EXT WARRANTY	<u>Included</u>
MODEL: _____	YEAR: _____	SN: _____	TRADE ALLOWANCE	<u>(\$60,000.00)</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SUB TOTAL	<u>\$219,401.39</u>
MODEL: _____	YEAR: _____	SN: _____	TOTAL PURCHASE PRICE	<u>\$219,401.39</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

IT IS HOLT'S INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, HOLT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF HOLT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THE EQUIPMENT IS SOLD ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS. CUSTOMER ACKNOWLEDGES THAT USED EQUIPMENT MAY OR MAY NOT HAVE THE ORIGINAL OEM MANUALS, AND THAT SUCH MANUALS SHOULD BE PURCHASED BY CUSTOMER PRIOR TO USE OR MAINTENANCE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

EQUIPMENT WARRANTY

Customer acknowledges that they have received a copy of any warranty and have read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

12 Month/Unlimited Hours Total Machine
953-12 MO/8760 HR POWERTRAIN,
953-04 MO/4000 HR PREMIER

INITIAL
ds-init1

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Jun 15, 2026
Cooper, Derek(141)
ORDER RECEIVED BY
SALES MANAGER
SIGNATURE
TITLE

Date _____
BOWIE COUNTY PCT 4-NB
CUSTOMER
By _____
SIGNATURE
TITLE

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT: This Agreement becomes binding on Holt only upon Holt's execution of this Agreement, and subject to the availability of the Equipment from the manufacturer. Customer shall inspect the Equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies Holt of any defects, in writing and via telephone. Holt shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to Holt. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of Holt.

2. TITLE TO EQUIPMENT: Title to the Equipment shall pass to the Customer only upon Holt's actual receipt of funds in the total amount of the Purchase Price and other sums due to Holt hereunder.

3. TAKEN IN TRADE: Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

4. TAXES: Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.

5. CUSTOMER'S WARRANTIES AND USE: In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.

6. LOSS AND DAMAGE: Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.

7. SECURITY AGREEMENT: Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.

8. EVENTS OF DEFAULT: The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when Holt deems itself insecure with respect to Customer's performance; (4) Customer fails to perform any of Customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

9. REMEDIES ON DEFAULT: In the event of any default by Customer, Holt is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

10. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.

11. ASSIGNMENT: HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to CATD Exchange Services LLC. No assignee of HOLT, including CATD Exchange Services LLC, as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.

12. INSURANCE COVERAGES: Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary.

13. NOTICES: All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.

14. MISCELLANEOUS: This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either Dallas County or Bexar County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html. Please read the Cat® Embedded Software License Agreement ("Agreement") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The agreement governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the agreement for comprehensive definitions). Right to a jury trial is hereby waived by all parties.

15. ARBITRATION: Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration.

16. Customer acknowledges that Caterpillar Inc. and its subsidiaries and affiliated entities (collectively, "Caterpillar") and HOLT each collect, use, retain disclose and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about Caterpillar and/or HOLT products and services. Caterpillar's Global Data Privacy Statement (GDPS) is available at <http://www.caterpillar.com/dataprivacy>. HOLT's privacy statement is available at <https://www.holtcat.com/privacy>. HOLT and Caterpillar may share or disclose said personal information with the other. HOLT may also share personal, product and other types of information with other third parties for business related purposes. Customer agrees that nothing contained herein impacts any authorization or consent previously provided to Caterpillar or HOLT.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY
Company UCID
Company Representative CWS ID
Main Store Dealer Code
Dealer Representative Name
Dealer Representative CWS ID

Caterpillar: Confidential Green

HOLT CAT LETTER OF PARTICIPATION

At HOLT CAT, we value your business and are committed to helping you extend the life of your equipment while maximizing your investment. With proper care and maintenance, your CAT machine is designed to stay on the job and deliver exceptional performance.

As a loyal customer, we're pleased to provide support for the first year of ownership with every CAT machine purchase, which includes HOLT CAT notifications for recommended maintenance services.

To make the most of this support, we recommend that you:

1. Purchase CAT Genuine parts exclusively from HOLT CAT or online at parts.cat.com
2. Leverage HOLT CAT's expert systems to perform one of the following:
 - (a) Oil sampling analysis at each of your service intervals
 - (b) Conduct an annual Visual Inspection with CAT Inspect or CWMS Inspection
3. Authorize digital data collection from your equipment to Caterpillar and maintain consistent machine connectivity

By following the recommendations above and utilizing HOLT CAT's technical expertise, professional advice, and ongoing support, you can experience the following benefits:

1. Early problem detection, aimed at reducing downtime, repair costs, and maximizing equipment life
2. Efficient management of budgets, quotes, and invoices
3. Assistance in managing overall equipment lifecycle costs

To confirm your participation, please sign below and return a signed copy. Thank you for choosing HOLT CAT as your trusted partner in maximizing the value of your CAT equipment.

Signed: _____

Company: _____

Name: _____

Equipment Model: _____

Email Address: _____

Serial Number: _____

Position: _____

Date: _____



This letter of participation does not alter the Caterpillar warranty applicable to the equipment, and is otherwise supplied subject to HOLT CAT's Terms and Conditions of Software License and Services Agreement and HOLT CAT's Terms and Conditions for the Sale of Machines, Parts and Services by HOLT CAT (Excluding Rentals) available at holtcat.com/terms.

MEMORANDUM OF AGREEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BOWIE

§

§

THIS AGREEMENT, to be effective on the 1st day of May 2026, is entered into between the Texarkana-Bowie County Family Health Center (Health Center), located at 902 West 12th Street, Texarkana, Texas, 75501, and Michael N. Holland, M.D., (the Provider) whose address is 425 Caroline Acres Pt, Hot Springs, AR 71913 and who is licensed to practice medicine in the State of Texas.

NOW, THEREFORE, WITNESSETH:

A. The Provider has agreed to perform the duties of Medical Director, provide examinations at the Health Center for eligible Family Planning Clients and consultation to the Texarkana-Bowie County Health Department staff regarding the services provided at the Health Center. For such medical and consulting services, the Provider will receive the annual sum of THIRTY-ONE THOUSAND DOLLARS (\$31,000) to be divided into twelve (12) equal monthly installments to be paid during the term of this Agreement. The payments will be made to Dr. Holland on the Friday following the 25th day of each month. In addition to the annual lump-sum payment, the Provider's professional and personal liability insurance premiums shall be paid by the Health Center. If the total annual cost of such insurance policies exceeds \$10,000, the parties agree to review and renegotiate the terms of this Agreement at that time. The Provider has agreed on having three medical clinics per month. In addition to the above fees and services, the Provider will provide professional medical services and receive fees therefor as follows: services associated with Everybody Texas (formerly known as WHFPT), Healthy Texas Women, and Title XIX Medicaid-eligible Family Planning participants, including insertion and removal of Long-Acting Reversible Contraceptives (LARC). Said services are to be provided at Texarkana-Bowie County Family Health Center, located at 902 West 12th Street, Texarkana, Texas, 75501. As compensation for said professional medical services, the Provider will be paid at the following rates: \$30.00 for IUD insertion and IUD removal, \$40.00 for Nexplanon insertion, and \$50.00 for Nexplanon removal. Bilateral tubal ligation services for Medicaid eligible Family Planning participants will be referred to James Scales, M.D., at Collom and Carney Clinic Association, 5002 Cowhorn Creek, Texarkana, TX.

B. The Provider shall carry out the terms of this Agreement as an Independent Contractor and not as an agent, servant, or employee of the Health Center. For all purposes hereunder, the Provider is and shall be deemed to be an Independent Contractor and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership between the Provider and the Health Center.

C. Except as specifically authorized in this Agreement, the Provider may not delegate the responsibility for the provision of services under this Agreement to anyone.

D. Provider shall receive monthly electronically deposited payments for contract and additional services provided to the Health Center.

Billing statements for professional services rendered under this contract will be paid by the Health Center within forty-five (45) days from the date upon which the approved statement is received by the Health Center. Payment is considered made on the date postmarked.

It is agreed that Provider will accept reimbursement from the Health Center as payment in full for the services provided and that Provider will seek no additional reimbursement for the services from the clients.

Reimbursement for complications is not included in this agreement.

E. The Provider agrees to indemnify and hold harmless and defend Health Center; its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), court costs and attorney's fees, and other reasonable costs arising out of or resulting from Provider's work and/or activities conducted in connection with or incidental to this Agreement, and from any liability (including professional liability) arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omission of Provider.

To the extent permitted by law, the Health Center agrees to indemnify and hold harmless and defend Provider from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), to the extent Health Center may be liable under law, and for expenses, including court costs, attorney's fees, and other reasonable costs arising out of or resulting from Health Center's work and/or activities conducted in connection with or incidental to this Agreement, and arising out of or resulting from its intentional acts or negligence, to the extent Health Center may be liable under law, including all such causes of action based upon common, constitutional, or statutory law, based in whole or in part upon the negligent or intentional acts or omission of Health Center, including but not limited to its officers, agents, or employees.

In the event of liability from suits, actions, or claims arising out of or occasioned by the negligence of both Health Center and Provider, their agents or employees, in the performance of this Agreement, to the extent permitted by law, each party shall contribute toward satisfaction of the liability its proportionate share, which shall be equal to the percentage of negligence attributable to the party to the extent each party may be liable under law.

F. The Health Center agrees to maintain medical malpractice insurance starting May 1, 2026, as when the Providers current policy will expire. This malpractice insurance will be obtained through the City of Texarkana, Texas TML insurance company. The Health Center will provide a copy of the malpractice insurance obtained to the Provider on or before the start date of the policy.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the Health Center and Provider for their adequacy as to content, form of protection, and providing company.

Evidence of insurance required herein shall be provided through the person designated in this Agreement as the contact person for the Health Center. The insurance coverage shall provide for thirty (30) days advance written notice to Health Center of cancellation or material change. The required insurance shall contain an endorsement evidencing coverage is applicable under this Agreement.

The Health Center reserves the right to increase insurance requirements should the Health Center determine a necessity to do so.

G. This contract is contingent upon funding being available for the term of the contract. Provider shall have no right of action against the Health Center if the Health Center is unable to perform Health Center's obligation under this contract because of the suspension, termination, withdrawal, or failure of funding to the

Health Center or lack of sufficient funding of the Health Center for the contract. If funds become unavailable, termination provisions of this contract will apply.

H. By the execution of this contract, Provider consents to the release of all medical records initiated and maintained by him or under his direction during the term of this contract upon proper authorization from the client(s) or other person(s) authorized to consent to the release of the records by the Health Center. If the Provider determines that information in the medical record could be harmful to the client's physical, mental or emotional health if the information were made known to the client, by execution of this contract the Provider agrees to place notations in the medical record at the location of the entries of concern and instruct that the information is not released to the client.

I. This contract may be amended or supplemented by the consent of the parties hereto. Each amendment or supplement must be in writing and is not effective until it is signed by both parties.

J. This contract is not transferable or assignable.

K. The basic term of this contract is for a period of three (3) year(s) from the effective date hereof.

L. This contract may be terminated by either party hereto upon sixty (60) days written notice to the other party.

M. All notices under this Agreement shall be in writing and mailed to the other party at its address set forth herein or at such other address as the party may provide in writing from time to time. Such notice shall be mailed to:

HEALTH CENTER

Daphnea Ryan, Health Director
Texarkana-Bowie County Family Health Center
902 West 12th Street
Texarkana, TX 75501

PROVIDER

Michael N. Holland, M.D.
425 Caroline Acres Pt
Hot Springs, AR 71913

N. The obligations and undertakings of each of the parties to this Agreement shall be performable in Texarkana, Bowie County, Texas.

O. This Agreement is to be governed by the laws of the State of Texas.

P. This Agreement constitutes the entire Agreement between the parties, and all negotiations and oral understandings between the parties are merged herein.

Q. This Agreement is entire as to all the services to be rendered under it. Breach of any obligation to be performed shall constitute a breach of the entire Agreement and shall give the non-breaching party the right to terminate this Agreement.

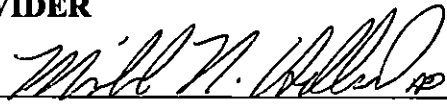
R. No partial invalidity of this Agreement shall affect the remainder.

S. Nothing in this agreement shall be deemed to waive, modify, or alter the governmental (sovereign)

immunity of the Health Center, the City of Texarkana, Texas, or Bowie County, Texas.


IN TESTIMONY WHEREOF, this instrument has been executed by Michael N. Holland, M.D., and executed on behalf of the Health Center by the City Manager of the City of Texarkana, Texas, and the County Judge of Bowie County, Texas, as dated below.

PROVIDER

By: 
Michael N. Holland, M.D.

Dated: 4/21/2026, 2026

CITY OF TEXARKANA, TEXAS

By: 
David Orr
City Manager

Dated: 5/19/26, 2026

BOWIE COUNTY, TEXAS

By: _____
Bobby Howell
County Judge

Dated: _____, 2026

ATTEST:

Tina Petty, County Clerk

APPROVED:

Director
Texarkana-Bowie County Family Health Center



The Federal Funding Accountability and Transparency Act (FFATA) annual certification enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the subrecipient knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

If the signatory cannot certify all of the statements contained in this section, signatory must provide written notice to DFPS detailing which of the below statements it cannot certify and why.

Enter your organization's Unique Entity Identifier (generated by SAM.gov): GMK1XSF5VVN4
Enter the parent Unique Entity Identifier, if applicable:

Did your organization have gross income, from all sources, of less than \$300,000 in your previous tax year?
Yes **No** **N/A** (if entity does not generate income)
 If your answer is **Yes**, skip Parts **A**, **B**, **C**, and **D** and complete Part **E**.
 If your answer is **No** or **N/A**, complete Parts **A** and **B**.

PART A. Certification Regarding % of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?
Yes **No**

PART B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25 million or more in annual gross income from federal awards in the previous tax year?
Yes **No**



If your answer is **Yes** to both **A** and **B**, you must complete Part **C**.

If your answer is **No** to either **A** or **B**, skip Parts **C** and **D**, and complete Part **E**.

PART C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes **No** **N/A** (if entity reports through some other means, state how:)

If your answer is **Yes**, skip Part **D** and complete Part **E**.

If your answer is **No**, you must provide compensation information to DFPS for FFATA reporting in Part **D**.

If **N/A**, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part **D** until requested to supply compensation information and proceed to complete Part **E**.

PART D. Certification Regarding Executive Compensation

The Names and Total Compensation of the top five (5) executives if:

- More than 80% of annual gross revenues from the Federal government,
- Those revenues are greater than \$25M annually, and
- Compensation information is not already available through reporting to the SEC.

Subrecipient Executive Names

Total Compensation



[Empty box]

PART E. General FFATA Certification

As the duly authorized representative of the subrecipient named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete, and correct to the best of my knowledge.

BOBBY HOWELL

**Printed Name of Authorized
Representative**

**Signature of Authorized
Representative**

COUNTY JUDGE

Title of Authorized Representative

Date

BOWIE COUNTY

24905061 (Bowie CWS)

Legal Name of Subrecipient

Agency Account ID Number

New Boston (Bowie County)

TEXAS

75570-2328

**Principal Place of Performance (POP)
(Enter City, County)**

State

**9-Character Zip
Code
(ZIP+4 code)**

POP Congressional District: 4



The Federal Funding Accountability and Transparency Act (FFATA) annual certification enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the subrecipient knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

If the signatory cannot certify all of the statements contained in this section, signatory must provide written notice to DFPS detailing which of the below statements it cannot certify and why.

Enter your organization's Unique Entity Identifier (generated by SAM.gov): GMK1XSF5VVN4
Enter the parent Unique Entity Identifier, if applicable:

Did your organization have gross income, from all sources, of less than \$300,000 in your previous tax year?
Yes No N/A (if entity does not generate income)
If your answer is **Yes**, skip Parts **A**, **B**, **C**, and **D** and complete Part **E**.
If your answer is **No** or **N/A**, complete Parts **A** and **B**.

PART A. Certification Regarding % of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?
Yes No

PART B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25 million or more in annual gross income from federal awards in the previous tax year?
Yes No



If your answer is **Yes** to both **A** and **B**, you must complete Part **C**.

If your answer is **No** to either **A** or **B**, skip Parts **C** and **D**, and complete Part **E**.

PART C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes **No** **N/A** (if entity reports through some other means, state how:)

If your answer is **Yes**, skip Part **D** and complete Part **E**.

If your answer is **No**, you must provide compensation information to DFPS for FFATA reporting in Part **D**.

If **N/A**, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part **D** until requested to supply compensation information and proceed to complete Part **E**.

PART D. Certification Regarding Executive Compensation

The Names and Total Compensation of the top five (5) executives if:

- More than 80% of annual gross revenues from the Federal government,
- Those revenues are greater than \$25M annually, and
- Compensation information is not already available through reporting to the SEC.

Subrecipient Executive Names

Total Compensation



PART E. General FFATA Certification

As the duly authorized representative of the subrecipient named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete, and correct to the best of my knowledge.

BOBBY HOWELL

**Printed Name of Authorized
Representative**

**Signature of Authorized
Representative**

COUNTY JUDGE

Title of Authorized Representative

Date

BOWIE COUNTY

24905089 (Bowie Legal)

Legal Name of Subrecipient

Agency Account ID Number

New Boston (Bowie County)

TEXAS

75570-2328

**Principal Place of Performance (POP)
(Enter City, County)**

State

**9-Character Zip
Code**

(ZIP+4 code)

POP Congressional District: 4

LOCAL RABIES CONTROL AUTHORITY

The Commissioners' Court of Bowie County
(governing body) (city or county)

designates Lieutenant Cole Ogden as the Local Rabies Control
(job title or name)

Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective _____
(date)

AUTHORIZING PERSON'S NAME (print): _____

AUTHORIZING PERSON'S TITLE (Mayor/County Judge): _____

AUTHORIZING PERSON'S SIGNATURE: _____

Please print the name and contact information of the appointed individual:

NAME: Lieutenant Cole Ogden

AGENCY: Bowie County Sheriff's Office

STREET ADDRESS: 100 North State Line

MAILING ADDRESS: 100 North State Line Box 18

CITY/STATE/ZIP: Texarkana, Texas 75501

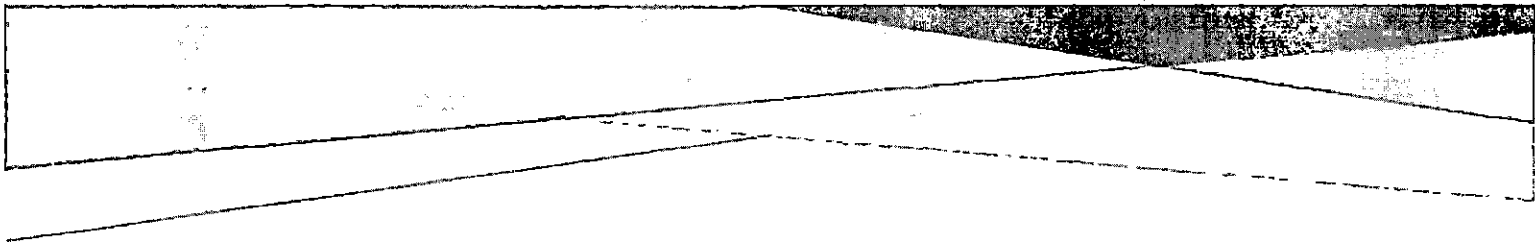
JOB TITLE: Lieutenant

TELEPHONE: 903-798-3177

FAX: 903-792-0959

E-MAIL ADDRESS: Cole.ogden@bowiecounty.org

A copy of this form can be sent to:
Texas DSHS - Region 4/5N Zoonosis Control
2521 W. Front Street
Tyler, TX 75702
Fax: (903) 533-9502



**PROCEDURES FOR THE
ABATEMENT OF
NEIGHBORHOOD NUISANCES
PURSUANT TO CHAPTER 343,
TEXAS HEALTH AND SAFETY
CODE**

TABLE OF CONTENTS

Section 1	Scope and Purpose	Page 2
Section 2	Definitions	Page 2
Section 3	A Public Nuisance Is	Page 4
Section 4	Public Nuisances Prohibited	Page 5
Section 5	Investigation	Page 5
Section 6	Notice Requirements	Page 7
Section 7	Procedures When No Hearing Is Requested	Page 8
Section 8	Procedures When a Hearing Is Requested	Page 8
Section 9	Post-Hearing Procedures	Page 10
Section 10	Additional Duties	Page 11
Section 11	Violations and Penalties	Page 11

Section 1. Scope and Purpose

- 1.1 These procedures are adopted by the Commissioners' Court of Bowie County pursuant to the Neighborhood Nuisance Abatement Act, codified as Chapter 343 of the Texas Health and Safety Code, *as amended*, shall apply to the unincorporated areas of Bowie County, Texas.
- 1.2 The procedures provided herein are not intended, nor shall they be construed, to limit in any way other remedies, causes of action, or rights provided for by law.
- 1.3 It is the purpose of these procedures to protect and enhance the desirability and the aesthetic character of residential and commercial neighborhoods in the unincorporated areas of Bowie County and to control and abate certain conditions which lead to neighborhood blight and are detrimental to the overall health, welfare, and safety of the citizens of Bowie County.

Section 2. Definitions (Section 343.002)

As used in this Order, the words and terms defined in this section shall have the meaning ascribes, unless the context clearly indicates another meaning.

“Abate” means to eliminate *or remedy* a nuisance by removal, repair, rehabilitation, or demolition.

“Administrator” means the individual appointed by the Commissioners' Court to administer the nuisance abatement program, or a county employee acting under their supervision and control.

“Building” means a structure built for the support, shelter, or enclosure of a person, animal, chattel, machine, equipment, or other moveable property.

“Commissioners' Court” means the Commissioners' Court of Bowie County, Texas.

“Garbage” means decayable waste from a public or private establishment or restaurant. The term includes vegetables, animal, and fish offal and animal or fish carcasses, but does not include sewage, body waste, or an industrial by-product.

“Hearing Examiner” means any board, commission, or official designated by the Commissioners' Court to conduct a public hearing requested in accordance with this Order.

“Neighborhood” means:

- (a) A platted subdivision; or
- (b) Property contiguous to and within 300 feet of a platted subdivision.

“Platted Subdivision” means a subdivision that has its approved or unapproved plat recorded with the County Clerk of the County in which the subdivision is located.

“Premises” means all privately owned property, including vacant land or a building designed or used for residential, commercial, business, industrial, or religious purposes. The term includes a yard, ground, walk, driveway, fence, porch, steps, or other structure appurtenant to the property.

“Public Street” means the entire width between property lines of a road, street, way, throughfare, or bridge if any part of the road, street, way, throughfare, or bridge is open to the public for vehicular or pedestrian traffic.

“Receptacle” means a container that is composed of a durable material and designed to prevent the discharge of its contents and to make its contents inaccessible to animals, vermin, or other pests.

“Refuse” means garbage, rubbish, paper, and other decayable and non-decayable waste, including vegetable matter and animal and fish carcasses.

“Rubbish” means non-decayable waste from a public or private establishment or residence.

“Undeveloped land” means land in a natural, primitive state that lacks improvements, infrastructure, or utilities that is located in an unincorporated area at least 5,000 feet outside the boundaries of a home-rule municipality.

“Weeds” means all rank and uncultivated vegetable growth or matter that:

- (a) Has grown to more than 36 inches in height; or
- (b) May create an unsanitary condition or become a harborage for rodents, vermin, or other disease-carrying pests, regardless of the height of the weeds.

“Flea Market” means an outdoor or indoor market, conducted on non-residential premises, for selling secondhand articles or antiques, unless conducted by a religious, educational, fraternal, or charitable organization.

Section 3. A Public Nuisance Is (Section 343.011(c))

- 3.1 Keeping, storing, or accumulating refuse on premises in a neighborhood unless such refuse is entirely contained in a closed receptacle.
- 3.2 Keeping, storing, or accumulating rubbish, including newspapers, abandoned and /or junked vehicles, abandoned and / or junked boats, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for ten (10) days or more, unless the rubbish or object is completely enclosed within a building or is not visible from a public street.
- 3.3 Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.
- 3.4 Allowing weeds to grow on premises in a neighborhood if the weeds are located within 300 feet of another residence or commercial establishment.
- 3.5 Maintaining a building in a matter that is structurally unsafe or constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence disaster, damage, or abandonment or because it constitutes a fire hazard.
- 3.6 Maintaining on abandoned or unoccupied property in a neighborhood a swimming pool that is not protected with:
 - (a) a fence that is at least four (4) feet high and that has a latched and locked gate; and
 - (b) a cover over the entire swimming pool that cannot be removed by a child.
- 3.7 Maintaining a flea market in a manner that constitutes a fire hazard.
- 3.8 Discarding refuse or creating hazardous visual obstruction on:
 - (a) County-owned land; or
 - (b) Land or easements owned or held by a special district that has the Commissioners' Court of the County as its governing body.
- 3.9 Discarding refuse on the smaller of:
 - (a) the area that spans 20 feet on either side of a utility line; or
 - (b) the actual span of the utility line easement.
- 3.10 Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the

easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

- 3.11 Discarding refuse on property that is not authorized for that activity.
- 3.12 Surface discharge from a non-site sewage disposal system as defined by Section 366.002
- 3.13 This Section does not apply to:
 - (a) a site or facility that is:
 - (1) permitted and regulated by a State Agency for the activity described;
or
 - (2) Licensed or permitted under Chapter 361 for the Texas Health and Safety Code for the activity described; or
 - (b) agricultural land. (“Agricultural Land” means land that qualifies for tax appraisal under Subchapter C or D, Chapter 23, Tax Code).
 - (c) This subsection applies only to an unincorporated area of the county that is at least 5,000 feet outside the boundaries of a home-rule municipality. Sections 3.3 and 3.4 apply only to undeveloped land in the county for which:
 - (1) a condition on that land has been found to cause a public nuisance under those provisions in the preceding year; and
 - (2) a finding of public nuisance could have been applied to that condition when the condition first occurred.
- 3.14 All complaints related to Septic Systems / On Site Sewage Facilities shall be reported to the Bowie County OSSF Inspector for investigation.

Section 4. Public Nuisances Prohibited (Section 343.011(b))

- 4.1 A person may not cause, permit or allow a public nuisance, as that term is defined in Section 3 of this Order.

Section 5. Investigation (Section 343.0111 – Exemption and Section 343.022 – Abatement Procedures)

- 5.1 The Commissioners’ Court shall appoint regular salaried full-time Bowie County employee to administer this program and the abatement procedures described in this Order.
- 5.2 A complaint to abate a public nuisance under these procedures may be initiated by any person contacting the Administrator either by telephone, in

writing, or in person. The Administrator may also initiate a complaint based upon their own personal observations.

- 5.3 The Administrator shall make a written record of all complaints received.
- 5.4 The Administrator shall either investigate or assign the complaint to another Bowie County employee for inspection and investigation if warranted. To administer these procedures, the Administrator or any other county official, agent, or employee charged with the enforcement of health, environmental safety, or fire laws may enter any premises in the unincorporated areas of the County at a reasonable time to inspect, investigate, or abate a nuisance, or to enforce Chapter 343 of the Texas Health and Safety Code. Before entering the premises, the Administrator, official, agent, or employee must exhibit proper identification to the occupant, manager, or other appropriate person.
- 5.5 If the Administrator determines that a public nuisance does not exist, they will recommend closure of the complaint. The Administrator shall make a final determination of the closure of complaints.
- 5.6 If the Administrator determines that a public nuisance exists, they shall serve a written Notice to Abate the Public Nuisance on the owner, lessee, occupant, agent, or person in charge of the premises. Such Notice must also be given to the person responsible for causing the nuisance when that person can be identified and that person is not the owner, lessee, occupant, agent, or person in charge of the premises. Notice to Abate the Public Nuisance shall comply with and be served as provided in Section 6 of this Order.
- 5.7 After the expiration of 30 days from the date on which the County's Notice to Abate the Public Nuisance is served, the Administrator shall inspect the premises described in the complaint.
- 5.8 If Administrator determines that the public nuisance has been abated, the Administrator shall make a record of the findings and take no further action thereon.
- 5.9 If the Administrator determines that the public nuisance has not been abated and a hearing has been requested, the Administrator shall follow the procedures set out in Section 8 of this Order.
- 5.10 If the Administrator determines that the nuisance has not been abated, but there has been no request for a hearing, the Administrator shall follow the procedures set out in Section 7 of this Order.

Section 6. Notice Requirements (Section 343.022(b))

6.1 Each Notice to Abate the Public Nuisance must contain the following information:

- a. The specific condition that constitutes the nuisance;
- b. The street address or other general description of the property on which the nuisance exists;
- c. That the person receiving the notice shall abate the nuisance before the 31st day after the date on which the notice is served;
- d. That failure to abate the nuisance may result in:
 1. abatement by the county;
 2. assessment of costs to the person responsible for causing the nuisance when that person can be identified; and
 3. a lien against the property on which the nuisance exists, if the person responsible for causing the nuisance has an interest in the property;
- e. That the County may prohibit or control access to the premises to prevent a continued or future nuisance described by Texas Health and Safety Code Section 343.011(c)(1), (6), (9), or (10);
- f. That Section 343.012 of the Texas Health and Safety Code provides if a public nuisance remains unabated after the 30th day after the date on which the person receives notice from a county official, agent, or employee to abate the nuisance, that person commits a misdemeanor punishable by a fine of not less than \$50 or more than \$200, and if the person has been previously convicted of an offense under this section by a fine of not less than \$200 or more than \$1,000, confinement in jail for not more than six months, or both.
- g. That person receiving notice is entitled to submit a written request for a hearing before the 31st day after the date on which the notice is served; or 10th business day after the date in which the notice is served, if the person has previously received a notice regarding a nuisance on the premises;
- h. That said written request for a hearing be made to the Administrator by hand delivery to their office or by certified mail, return receipt requested, address to the Administrator. The Notice to Abate shall provide the physical address where the Administrator can be located.
- i. That the owner, lessee, occupant, agent, or person in charge of the premises is entitled to appear at the scheduled hearing and is entitled

to present testimony and other evidence, examine witnesses, and argue on their behalf.

- 6.2 The Notice to Abate the Public Nuisance shall be served on the owner, lessee, occupant, agent, executor, administrator, trustee and / or person in charge of the premises in the following manner:
- a. In person or registered or certified mail, return receipt requested; or
 - b. If personal service cannot be obtained or the address of the person to be notified is unknown, by posting a copy on the premises on which the public nuisance exists and by publishing the notice in a newspaper with general circulation in the County, two times within 10 consecutive days.

Section 7. Procedures When No Hearing is Requested

- 7.1 If the Administrator determines that the public nuisance has not been abated and a hearing has not been requested in compliance with Section 6.1 of this Order, then the Administrator may present to the Commissioners' Court or to any board, commission, or official designated by the Commissioners' Court, the Administrator's request to abate the public nuisance.
- 7.2 Commissioners' Court or designee shall, by Resolution or Order, determine whether or not to:
- a. Order the abatement of the public nuisance;
 - b. Assess the costs of abating the public nuisance to the person responsible for causing the public nuisance when that person can be identified;
 - c. Assess the cost of legal notification by publication, if utilized; and / or
 - d. Assess an Administrative Fee of not more than \$100 against the person who received the Notice of Abatement OR assess the administrative fee of not more than \$100 against the property on which the nuisance exists.
- 7.3 The County shall be entitled to interest beginning the 31st day after the date of assessment against the property at the rate of 10% per year.

Section 8. Procedures When a Hearing is Requested

- 8.1 A person receiving a Notice to Abate the Public Nuisance under this Order is entitled to a Public Hearing before a Hearing Examiner. Said request for a

public hearing may be made upon the Administrator in compliance with Section 6.1 of this Order.

- 8.2 If a hearing is requested in compliance with Section 6.1 of this Order, the Administrator will present the request to the Justice of the Peace of Bowie County who presides over the precinct where the nuisance is located. The Justice of the Peace will serve as the Hearing Examiner. The Justice of the Peace office shall set a hearing date and send a Notice of Hearing to the person requesting the hearing, all parties with an ownership interest in the subject property, and / or any other party that has access to or use of the subject property, or by serving the owner in the same manner as used for serving the Notice to Abate the Public Nuisance in Section 6.2 of this Order. The Notice of Hearing shall state the date, time, and place of the hearing and shall be provided at least ten (10) days prior to the date of the hearing. The ten-day notice requirement may be waived by the person filing the request for hearing if such waiver is in writing and signed by the person filing the Request for Hearing.
- 8.3 The owner and / or their representative present at the hearing shall be entitled to present testimony and other evidence, examine witnesses, and argue on the owner's behalf.
- 8.4 Any interested person, including the Administrator, may appear and present testimony and other evidence.
- 8.5 All people testifying at the hearing shall be under oath.
- 8.6 The Hearing Examiner shall be allowed to question any person testifying.
- 8.7 The Hearing Examiner shall assess the testimony fairly and impartially and in accordance with the law.
- 8.8 The Hearing Examiner shall make a written determination as to whether a public nuisance exists and sign such written determination. A copy shall be sent to the Administrator. Upon receipt of the copy of the written determination, the Administrator or designated representative shall hand deliver or send by certified mail, return receipt requested, and regular mail, a copy of the written determination of the Hearing Examiner to all parties that participated in the hearing. If mailed, it shall be mailed to the address designated in said request.

Section 9. Post-Hearing Procedures

- 9.1 If the Hearing Examiner determines that a nuisance exists, the Administrator shall inspect the subject premises to determine whether the public nuisance has been abated 30 days after the party ordered to abate the nuisance receives the Hearing Examiner's determination.
- 9.2 If the public nuisance has been abated, then the Administrator shall make a record thereof and take no further action thereon.
- 9.3 If the public nuisance has not been abated, the Administrator will estimate the cost to abate the public nuisance and forward the estimate to the Commissioners' Court.
- 9.4 The Commissioners' Court shall determine whether:
- a. to order the abatement of the public nuisance and the assessment of a lien; and / or
 - b. to dismiss the proceedings.
- 9.5 The Commissioners' Court Order determining the final disposition shall be entered in the Minutes of the Commissioners' Court. A copy of such Commissioners' Court Order shall be sent by the Administrator by certified mail, return receipt requested and regular mail to all parties who attend the hearing.
- 9.6 The County may abate a nuisance under this Order:
- a. by demolition or removal;
 - b. in the case of a nuisance under Texas Health and Safety Code Section 343.011(c)(1), (9), or (10), by prohibiting or controlling access to the premises;
 - c. in the case of a nuisance under Section 343.011(c)(6), by:
 1. prohibiting or controlling access to the premises and installing a cover that cannot be opened by a child over the entire swimming pool; or
 2. draining and filling in the swimming pool; or
 - d. in the case of a nuisance under Section 343.011(c)(12), by removal, remediation, storage, transportation, disposal, or other means of waste management authorized under Chapter 361.

Section 10. Additional Duties

- 10.1 To obtain a lien against the property to secure an assessment, the Commissioners' Court of the County must file a notice that contains a statement of costs, a legal description of the property sufficient to identify the property, and the name of the property owner, if known, with the County Clerk of the County in which the property is located.
- 10.2 The County's lien to secure an assessment attaches when the notice of lien is filed and is inferior to a previously recorded bona fide mortgage lien attached to the real property to which the County's lien attaches, if the mortgage was filed for record in the office of the County Clerk of the County in which the real property is located before the date on which the county files the notice of lien with the County Clerk.
- 10.3 The County is entitled to accrued interest beginning on the 31st day after the date of the assessment against the property at the rate of 10 percent per year.
- 10.4 The statement of costs or a certified copy of the statement of costs is a prima facie proof of the costs incurred to abate the nuisance.

Section 11. Violations and Penalties

- 11.1 This Order adopts and incorporates all applicable penalty provisions related to public nuisance, which includes, but is not limited to, those found in Chapter 343 of the Texas Health and Safety Code.
- 11.2 A person responsible for a public nuisance when said nuisance remains unabated after 30 days after the date on which the person received notice for a county official, agent, or employee to abate the nuisance commits a criminal misdemeanor offense punishable by a fine of not less than \$50 or more than \$200.
- 11.3 If it is shown on the trial of the person responsible for the public nuisance that they have been previously convicted of an offense under Chapter 343 of the Texas Health and Safety Code, the person may be punished by a fine of not less than \$200 or more than \$1,000, confinement in jail for not more than six months, or both.
- 11.4 Each day a violation occurs is a separate offense.

11.5 The abatement of a nuisance shall be ordered by the court if a person is convicted of an offense under Chapter 343 of the Health and Safety Code.

Adopted by the Bowie County Commissioners' Court this ____ day of _____, 20____, by a vote of _____ ayes and _____ nays.

Bobby Howell, County Judge

Attest:

Tina Petty, County Clerk

INVOCATION

Commissioner Pct. 3-James Strain, DeKalb, TX

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

COMMISSIONERS COURT MINUTES

JUNE 8, 2026

BE IT REMEMBERED, that on this 8th day of June, 2026, 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 2nd day of June, 2026 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**

ANNOUNCEMENTS

None

REGULAR AGENDA ITEMS

Court convened at 9:00 A.M. when the following ORDERS, JUDGMENTS and DECREES were had and ORDERED spread upon the minutes of the Court to-wit.

Item 1: Public Comments were made by Christal Phiffer Prince, Hooks, TX; Robin Buchanan, Texarkana, TX and Paula Sorenson, Hooks, TX.

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

Item 3: On this 8th day of June, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to proclaim June as Elder Abuse Awareness Month. Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

- Item 4:** On this 8th day of June, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to bring back to the table the addendum to the Bowie County Travel & Meal Policy.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.
- Item 5:** On this 8th day of June, 2026, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Sammy Stone to approve the addendum to the Bowie County Travel & Meal Policy.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.
- Item 6:** On this 8th day of June, 2026, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to bring back to the table bids for Bowie County Road Materials, RFP #2026-02.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.
- Item 7:** On this 8th day of June, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve all bids for Bowie County Road Materials, RFP #2026-02.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.
- Item 8:** On this 8th day of June, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to authorize the County Judge to sign the 2026-2027 Renewal Notice and Benefit Confirmation with Texas Associations.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.
- Item 9:** On this 8th day of June, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to open bids for the Sale of a Dump Truck, RFB #2026-05.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.
- Item 10:** On this 8th day of June, 2026, a motion was made by Commissioner Sammy Stone and duly second by Commissioner James Strain to approve the bid from Bubba Green (\$3500) for the Sale of a Dump Truck, RFB #2026-05.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.
- Item 11:** On this 8th day of June, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to open bids for Hydraulic Elevator Maintenance Services, RFP #2026-06.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.

Item 12: On this 8th day of June, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to table the bids for Hydraulic Elevator Maintenance Services, RFP #2026-06.

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

Motion carried.

Item 13: On this 8th day of June, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve for the Election Administrator to purchase meals for election workers on elections days.

Commissioner James Strain rescinded his motion on Item 13, for correction.

On this 8th day of June, 2026, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to change the agenda item from just straight Election workers on Election days to Central Count Election Workers and Deployment Workers.

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

Motion carried.

Item 14: On this 8th day of June, 2026, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Mike Carter to approve the Auditor's Monthly Report for April and May 2026.

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

Motion carried.

Item 15: On this 8th day of June, 2026, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the 2026 Fixed Asset Inventory.

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

Motion carried.

Item 16: On this 8th day of June, 2026, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to approve the Treasurer's Monthly Report for April 2026.

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

Motion carried.

Item 17: On this 8th day of June, 2026, a motion was made by Commissioner Mike Carter and duly second by Commissioner Tom Whitten to approve budget adjustments (line-item transfers).

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

Motion carried.

Item 18: On this 8th day of June, 2026, a motion was made by Commissioner James Strain 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 19: On this 8th day of June, 2026, 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 (May 26, 2026).

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

Motion carried.

Item 20: There was no Adjournment into Executive Session pursuant to the following Sections:

a. Section 551.071 of the Texas Government Code; Consultation with 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 21: 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 8th day of June, 2026, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to adjourn.

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

Motion carried.

**THE ABOVE FOREGOING MINUTES OF COMMISSIONERS COURT OF
BOWIE COUNTY, TEXAS ON _____ DAY OF _____,2026
WERE READ AND APPROVED _____ DAY OF _____,2026**

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

ATTEST:

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