

NOTICE OF MEETING – COMMISSIONERS COURT
RAINS COUNTY, TEXAS

Notice is hereby given that a **REGULAR MEETING** of the Rains County Commissioners court will be held at 10:00 a.m. on **Thursday, April 24, 2025** in the Rains County Courthouse Courtroom. The subjects to be discussed or considered or upon which any formal action may be taken are as follows:

I. OPENING – CALL TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION

II. OPEN FORUM

III. PRESENTATIONS

IV. ITEMS FOR DISCUSSION and/or ACTION

✓ A. Departmental Reports

1. Road & Bridge Department

a. Permits/Right-of-Way (ROW)

B. Elected Official's and Finance Reports

1. Financial Report

a. Line item transfers/budget amendments

b. Payment of accounts

c. Monthly/Quarterly Report (if presented)

d. Payroll & Personnel

C. Discuss/take action regarding accepting the Commissioners Court minutes from the prior Regular and or Special meeting.

D. Discuss/take action regarding adding an Addendum to the Subdivision Policy to have the County Clerk send all Plats to the Appraisal District in PDF form.

E. Discuss/take action regarding adding Stifel as an approved broker for Rains County and Permanent School Fund accounts.

F. Discuss/take action regarding Application for Exempt Property for the Dougherty House.

G. Discuss/take action regarding washing the windows at the Courthouse or hiring it done.

H. Discuss/take action regarding replacing the Bridge on County Road 1307.

✓ I. Discuss/take action regarding consulting the Rains County Attorney regarding Real Estate owned by the County.

J. Discuss/take action regarding the lease/purchase of Motorola Radio system and Equipment.

Workshop for Future Items

V. Administrative Court Activities and Comments

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections (551.071 – Consult With an Attorney); (551.072 – Real Property); (551.073 – Prospective Gifts); (551.074 – Personnel Matters); (551.075 – Conference Relating to Investments); (551.076 – Security Devices).

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code


County Judge Linda Wallace

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

April 24, 2025

Be it remembered, the Commissioners Court of Rains County, Texas, being convened in its regular session in the Rains County Courthouse, on Thursday, the **24th day of April 2025**, at **10:00 a.m.** with the following members of the court being present:

County Judge Linda Wallace
County Commissioner Mike Willis
County Commissioner Jeremy Cook
County Commissioner Korey Young
County Commissioner Lori Northcutt

Taped proceedings of court duly transcribed by:

Mandy Sawyer
County Clerk/Court Ex-officio

The agenda was prepared by the Judge's office announcing a meeting to be held by the Commissioners at **10:00 a.m. on Thursday, April 24, 2025.**

The posted meeting of the Commissioners Court was held at **10:00 a.m. on Thursday, the 24th day of April, 2025.**

I. OPENING – CALL TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION

The meeting was called to order by Judge Linda Wallace.

With members of the Court being present, there was a quorum.

Commissioner Korey Young led the Court with the Pledge of Allegiance to the United States of America Flag and the Pledge of Allegiance to the Texas Flag, Commissioner Mike Willis led the invocation.

II. OPEN FORUM

John Harpole- Solar Project

III. PRESENTATIONS

IV. ITEMS FOR DISCUSSION and/or ACTION.

A. Departmental Reports

1. Road & Bridge Department

a. Permits/Right-of-Way (ROW)¹

Moved by Commissioner Korey Young, duly

¹ Permits/ROW for CR 2320

by Commissioner Korey Young to accept the Commissioners Court minutes from the prior regular and or special meeting.

Court Members Voting Aye: Jeremy Cook, Mike Willis,
Lori Northcutt, Korey Young, and Linda Wallace.

Court Members Voting No: None
Court Members Abstaining: None
Motion Carried

D. Discuss/take action regarding adding an Addendum to the Subdivision Policy to have the County Clerk send all plats to the appraisal district in PDF form.

Moved by Commissioner Korey Young, duly seconded
by Commissioner Jeremy Cook to add an Addendum to the Subdivision Policy to have the
County Clerk send all plats to the appraisal district in PDF form.

Court Members Voting Aye: Jeremy Cook, Mike Willis,
Lori Northcutt, Korey Young, and Linda Wallace.

Court Members Voting No: None
Court Members Abstaining: None
Motion Carried

E. Discuss/take action regarding adding Stifel as an approved broker for Rains County and Permanent School Fund accounts.

Moved by Commissioner Jeremy Cook duly seconded by
Commissioner Lori Northcutt to add Stifel as an approved broker for Rains County
and Permanent School Fund accounts.

Court Members Voting Aye: Jeremy Cook, Mike Willis,
Lori Northcutt, Korey Young, and Linda Wallace.

Court Members Voting No: None
Court Members Abstaining: None
Motion Carried

F. Discuss/take action regarding Application for Exempt Property for the Dougherty House.⁴

Moved by Commissioner Mike Willis, duly seconded by
Commissioner Korey Young to approve the application for Exempt Property for the
Dougherty House.

Court Members Voting Aye: Jeremy Cook, Mike Willis,
Lori Northcutt, Korey Young, and Linda Wallace.

Court Members Voting No: None
Court Members Abstaining: None
Motion Carried

G. Discuss/take action regarding washing the windows at the Courthouse or hiring it done.

N/A

PERMIT REQUEST FROM SOUTH RAINS WSC

Date 4/15/25

The Honorable Commissioners' Court
337 North Street
P.O. Box 158
Emory, TX 75440

Work Order #: 031

Formal notice is hereby given that South Rains Special Utility District proposes to lay a 2" water main in the north Right of Way on CR 2320 for 1200 ft to supply water for a new customer.

Attached are (2) copies of "Notice of Proposed Installation of Buried Water Lines" with sketches showing in detail a more exact location of the proposed construction. The new line to be placed at a (30") minimum depth.

The South Rains Water Supply Corporation agrees to assume liability for any damage to the roadway and/or right-of-way, which may be caused from the construction.

In the event subsequent construction in connection with the repair, widening or improvement of the present roadway may require the lowering, revamping or relocation of the water line the South Rains Water Supply Corporation will bear all expense of such lowering, revamping or relocating of the facilities.

If additional information is required, please refer to: Local Government Code Chapter 402.

WSC NAME: South Rains Water Supply Corporation

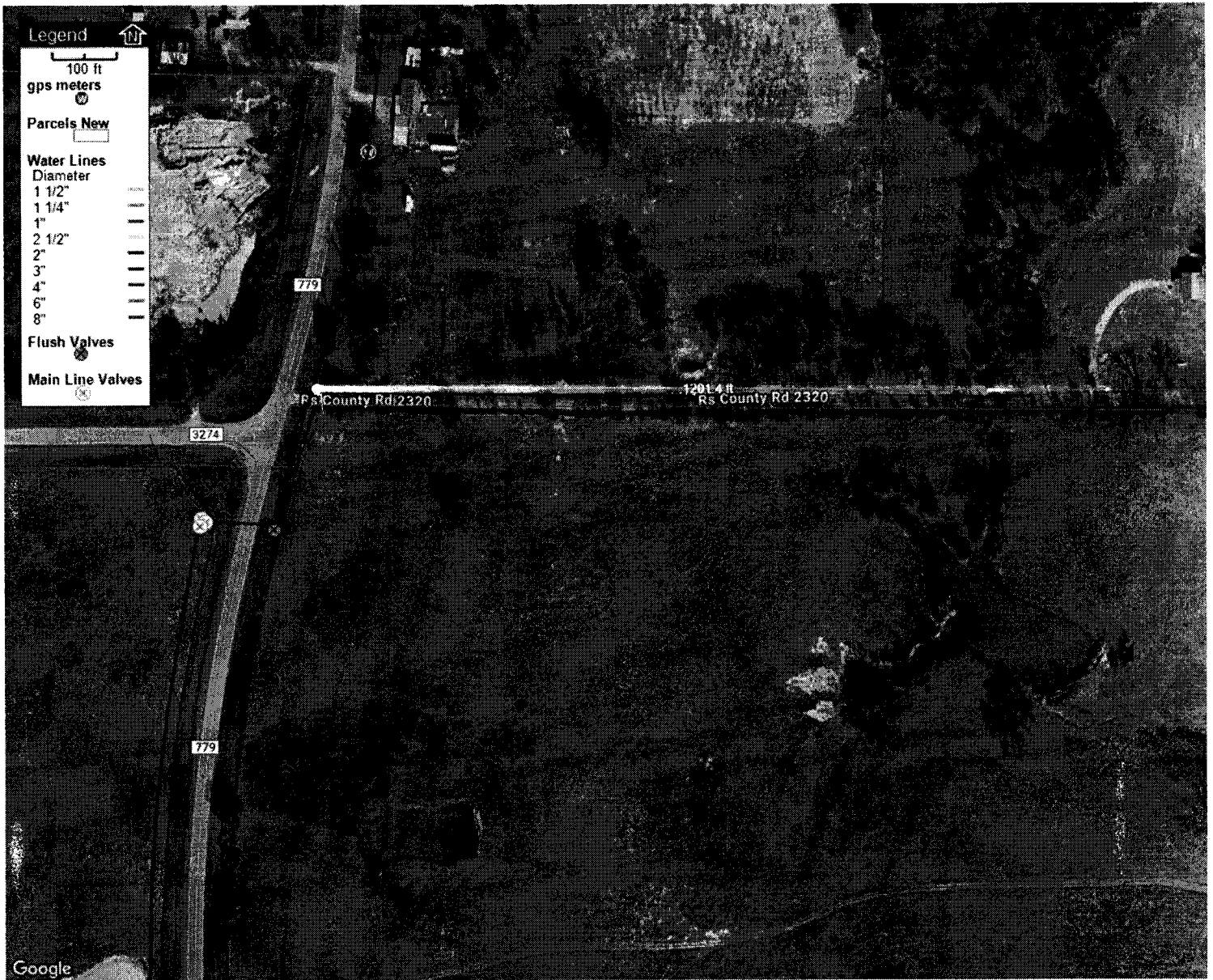
ADDRESS: Box 95

CITY/STATE/ZIP: Emory TX 75440

Thank you for your assistance in the matter.

Sincerely,

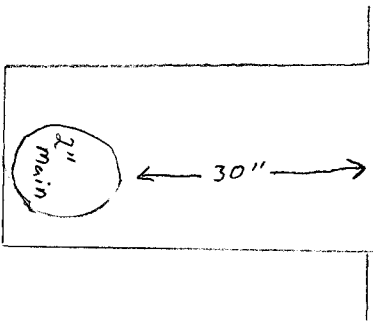
Rachel Webb
Manager
903/473/2122

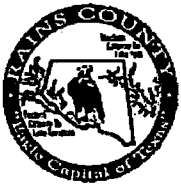


PM3274

Fm 779

CR 2320





Rains County, TX

payable report 042425

By Purchased From Vendor

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: 3AM HOLDINGS LLC					
3AM HOLDINGS LLC	100001572 4/25	04/24/2025	SHRF IT Services	002-1175-57130	1,207.50
3AM HOLDINGS LLC	100001592 4/25	04/24/2025	IT Services	002-1175-57130	1,811.25
3AM HOLDINGS LLC	1000016074/25	04/24/2025	Monthly Cyber Security	002-1175-57180	160.00
3AM HOLDINGS LLC	100001617 4/25	04/24/2025	SHRF Monthly Cyber Security	002-1175-57180	80.00
Purchased From Vendor 3AM HOLDINGS LLC Total:					3,258.75
Purchased From Vendor: ADVANCED DIESEL SERVICES LLC					
ADVANCED DIESEL SERVICES L	25075	04/24/2025	R&B- 111 A/C AND DEF REPAI	010-1150-52225	4,108.95
Purchased From Vendor ADVANCED DIESEL SERVICES LLC Total:					4,108.95
Purchased From Vendor: AMERICAN LEGION POST 156					
AMERICAN LEGION POST 156	00163	04/24/2025	Library flags	034-1125-52100	120.00
Purchased From Vendor AMERICAN LEGION POST 156 Total:					120.00
Purchased From Vendor: ANDREWS CENTER					
ANDREWS CENTER	INV0000674	04/24/2025	INMATE HEALTH TREATMENT	002-1005-55320	139.00
Purchased From Vendor ANDREWS CENTER Total:					139.00
Purchased From Vendor: APPRISS INSIGHTS LLC					
APPRISS INSIGHTS LLC	2064630022	04/24/2025	Jail-Victim Services	002-1109-55120	1,483.78
Purchased From Vendor APPRISS INSIGHTS LLC Total:					1,483.78
Purchased From Vendor: ARCOSA CRUSHED CONCRETE					
ARCOSA CRUSHED CONCRETE	105-6848	04/24/2025	R&B- YARD1 CC 181.27TN INV	010-1150-52320	944.16
ARCOSA CRUSHED CONCRETE	105-68496	04/24/2025	R&B- YARD1 CC 181.27TN INV	010-1150-52320	3,806.67
ARCOSA CRUSHED CONCRETE	105-7548	04/24/2025	R&B- YARD1 CC 21.58TN INV-	010-1150-52320	453.18
ARCOSA CRUSHED CONCRETE	105-7549	04/24/2025	R&B- YARD1 CC22.1TN INV-10	010-1150-52320	464.10
ARCOSA CRUSHED CONCRETE	105-7615	04/24/2025	R&B- YARD1 CC21.31TN INV-1	010-1150-52320	447.51
ARCOSA CRUSHED CONCRETE	105-7697	04/24/2025	R&B- YARD1 CC 42.28TN INV-	010-1150-52320	887.88
ARCOSA CRUSHED CONCRETE	105-7953	04/24/2025	R&B- YARD1 CC44.96TN INV-	010-1150-52320	944.16
ARCOSA CRUSHED CONCRETE	INC-105-8070	04/24/2025	R&B- YARD1 CC 88.38TN INV-	010-1150-52320	1,855.98
ARCOSA CRUSHED CONCRETE	INV-105-8069	04/24/2025	R&B- YARD1 CC 45.17TN INV-	010-1150-52320	948.57
ARCOSA CRUSHED CONCRETE	105-7844	04/24/2025	R&B- YARD1 CC 44.51TN INV-	010-1150-52320	934.71
ARCOSA CRUSHED CONCRETE	INV-105-8298	04/24/2025	R&B- YARD1 CC 45.16TN INV-	010-1150-52320	948.36
Purchased From Vendor ARCOSA CRUSHED CONCRETE Total:					12,635.28
Purchased From Vendor: ATMOS ENERGY					
ATMOS ENERGY	3021238810 4/25	04/24/2025	Annex-Gas	002-1002-51210	11.47
ATMOS ENERGY	3021238810 4/25	04/24/2025	Annex-Gas	002-1003-51210	11.47
ATMOS ENERGY	3021238810 4/25	04/24/2025	Annex-Gas	002-1006-51210	11.47
ATMOS ENERGY	3021238810 4/25	04/24/2025	Annex-Gas	002-1007-51210	11.47
ATMOS ENERGY	3021238810 4/25	04/24/2025	Annex-Gas	002-1030-51210	17.20
ATMOS ENERGY	3021238810 4/25	04/24/2025	Annex-Gas	002-1060-51210	17.21
ATMOS ENERGY	3021238810 4/25	04/24/2025	Annex-Gas	002-1065-51210	17.20
ATMOS ENERGY	3021238810 4/25	04/24/2025	Annex-Gas	002-1075-51210	11.47
ATMOS ENERGY	3021238810 4/25	04/24/2025	Annex-Gas	002-1080-51210	5.74
ATMOS ENERGY	3044128717 4/25	04/24/2025	DL Office-Gas	002-1006-51210	89.59
ATMOS ENERGY	3044145298 4/25	04/24/2025	SHRF/Jail-Gas	002-1109-51210	334.05
ATMOS ENERGY	3044145298 4/25	04/24/2025	SHRF/Jail-Gas	002-1110-51210	334.05
ATMOS ENERGY	3021239006 4/25	04/24/2025	Arr Bldg-Gas	002-1085-51210	15.43
ATMOS ENERGY	3021239006 4/25	04/24/2025	Arr Bldg-Gas	002-1114-51210	14.78
ATMOS ENERGY	3021239006 4/25	04/24/2025	Arr Bldg-Gas	002-1115-51210	14.78
ATMOS ENERGY	3021239006 4/25	04/24/2025	Arr Bldg-Gas	002-1116-51210	14.78
ATMOS ENERGY	3021239006 4/25	04/24/2025	Arr Bldg-Gas	002-1121-51210	14.78
ATMOS ENERGY	3021239006 4/25	04/24/2025	Arr Bldg-Gas	002-1122-51210	14.78
ATMOS ENERGY	3021239006 4/25	04/24/2025	Arr Bldg-Gas	002-1123-51210	14.78
ATMOS ENERGY	3021239006 4/25	04/24/2025	Arr Bldg-Gas	002-1124-51210	14.78

payable report 042425

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ATMOS ENERGY	30249945578 4/25	04/24/2025	Clark Bldg-Gas	002-1006-51210	43.22
ATMOS ENERGY	30249945578 4/25	04/24/2025	Clark Bldg-Gas	002-1040-51210	21.62
ATMOS ENERGY	30249945578 4/25	04/24/2025	Clark Bldg-Gas	002-1120-51210	21.62
ATMOS ENERGY	4037099191 4/25	04/24/2025	Library-Gas	034-1125-51210	103.56
Purchased From Vendor ATMOS ENERGY Total:					1,181.30
Purchased From Vendor: BEN E KEITH DFW					
BEN E KEITH DFW	13409506	04/24/2025	Toilet Tissue	002-1109-51135	65.04
BEN E KEITH DFW	13409506	04/24/2025	Jail Prisoner Food	002-1109-54310	885.74
BEN E KEITH DFW	13418937	04/24/2025	Custodial Supplies	002-1109-51135	284.10
BEN E KEITH DFW	13418937	04/24/2025	Jail Prisoner Food	002-1109-54310	2,274.60
BEN E KEITH DFW	13426756	04/24/2025	Jail Prisoner Food	002-1109-54310	1,168.97
BEN E KEITH DFW	13434940	04/24/2025	Jail Prisoner Food	002-1109-54310	1,798.42
BEN E KEITH DFW	13442773	04/24/2025	Custodial Supplies	002-1109-51135	78.30
BEN E KEITH DFW	13442773	04/24/2025	Jail Prisoner Food	002-1109-54310	1,413.77
BEN E KEITH DFW	13451100	04/24/2025	Custodial Supplies	002-1109-51135	303.70
BEN E KEITH DFW	13451100	04/24/2025	Jail Prisoner Food	002-1109-54310	1,545.88
BEN E KEITH DFW	13459464	04/24/2025	Custodial Supplies	002-1109-51135	249.83
BEN E KEITH DFW	13459464	04/24/2025	Jail Prisoner Food	002-1109-54310	1,243.37
BEN E KEITH DFW	13468237	04/24/2025	Jail Prisoner Food	002-1109-54310	1,683.74
Purchased From Vendor BEN E KEITH DFW Total:					12,995.46
Purchased From Vendor: BRODART CO					
BRODART CO	B6972637	04/24/2025	Library - material	034-1125-51440	50.05
BRODART CO	B6972673	04/24/2025	Lib. - material	034-1125-51440	67.99
Purchased From Vendor BRODART CO Total:					118.04
Purchased From Vendor: CHARLOTTE WINSETT					
CHARLOTTE WINSETT	Mileage Reimb 4/25	04/24/2025	VA-Fuel for transported Veter	002-1114-52200	163.10
Purchased From Vendor CHARLOTTE WINSETT Total:					163.10
Purchased From Vendor: CHRISTUS MOTHER FRANCES HOSPITAL					
CHRISTUS MOTHER FRANCES	INV0000673	04/24/2025	INMATE HEALTH CARE	002-1005-55320	3,650.23
Purchased From Vendor CHRISTUS MOTHER FRANCES HOSPITAL Total:					3,650.23
Purchased From Vendor: DAVID'S TIRE SHOP					
DAVID'S TIRE SHOP	5387667	04/24/2025	R&B- 121 FLAT FIX	010-1150-52225	45.00
DAVID'S TIRE SHOP	5387668	04/24/2025	R&B- 101 TIRE SWAP	010-1150-52225	65.00
Purchased From Vendor DAVID'S TIRE SHOP Total:					110.00
Purchased From Vendor: DEMCO INC.					
DEMCO INC.	7631175	04/24/2025	Lib-Office supplies bags	034-1125-51100	215.15
Purchased From Vendor DEMCO INC. Total:					215.15
Purchased From Vendor: DONNIE'S HEAT AND AIR LLC					
DONNIE'S HEAT AND AIR LLC	3176	04/24/2025	SHRF-RPR 2 A/C UNITS DISPAT	002-1110-52100	4,956.49
Purchased From Vendor DONNIE'S HEAT AND AIR LLC Total:					4,956.49
Purchased From Vendor: DUKO OIL CO					
DUKO OIL CO	D50000	04/24/2025	R&B- 129 FUEL 44GAL DD80G	010-1150-52200	293.78
DUKO OIL CO	D50001	04/24/2025	R&B- 101 FUEL 75GAL D5000	010-1150-52200	69.86
DUKO OIL CO	D50002	04/24/2025	R&B- 101 FUEL 75GAL D5000	010-1150-52200	187.13
DUKO OIL CO	D50003	04/24/2025	R&B- 508 DD 32GAL D50005	010-1150-52200	74.79
DUKO OIL CO	D50005	04/24/2025	R&B- 508 DD 32GAL D50005	010-1150-52200	75.82
DUKO OIL CO	D50006	04/24/2025	R&B- 101 FUEL 73GAL D5000	010-1150-52200	23.21
DUKO OIL CO	D50007	04/24/2025	R&B- 111 FUEL D50011	010-1150-52200	76.08
DUKO OIL CO	D50009	04/24/2025	R&B- 101 FUEL 73GAL D5000	010-1150-52200	188.28
DUKO OIL CO	D50011	04/24/2025	R&B- 111 FUEL 46GAL D5001	010-1150-52200	118.64
DUKO OIL CO	D50012	04/24/2025	R&B- 101 FUEL 41.6GAL D500	010-1150-52200	107.29
DUKO OIL CO	D50013	04/24/2025	R&B- 122 FUEL 20GAL D5001	010-1150-52200	51.58
DUKO OIL CO	D50014	04/24/2025	R&B- 110 FUEL 18 GAL DD 29.	010-1150-52200	115.84
DUKO OIL CO	D50016	04/24/2025	R&B- 101 FUEL 36.70 GAL D5	010-1150-52200	90.43
DUKO OIL CO	218960	04/24/2025	R&B- YARD1 DD 350GAL	010-1150-52200	796.84
DUKO OIL CO	D50017	04/24/2025	R&B- 121 FUEL 37GAL D5001	010-1150-52200	95.43
DUKO OIL CO	D50019	04/24/2025	R&B- 420 DD 25GAL D50019	010-1150-52200	59.24
DUKO OIL CO	D50020	04/24/2025	R&B- 101 FUEL 37.80GAL D50	010-1150-52200	97.49

payable report 042425

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DUKO OIL CO	D50022	04/24/2025	R&B- 101 FUEL 32.6GAL D500	010-1150-52200	84.08
DUKO OIL CO	D50026	04/24/2025	R&B- 101 FUEL 41GAL D5002	010-1150-52200	105.74
DUKO OIL CO	D50030	04/24/2025	R&B- 110 FUEL 21.8GAL DD48	010-1150-52200	170.19
DUKO OIL CO	D50031	04/24/2025	R&B- 120 FUEL 26GAL D5003	010-1150-52200	67.06
Purchased From Vendor DUKO OIL CO Total:					2,948.80
Purchased From Vendor: EAST TEXAS COUNCIL OF GOVT					
EAST TEXAS COUNCIL OF GOV	#3 0425	04/24/2025	Ch Judge 2nd Half of Regional	002-1070-53120	1,750.00
Purchased From Vendor EAST TEXAS COUNCIL OF GOVT Total:					1,750.00
Purchased From Vendor: EMORY AUTOMOTIVE LLC					
EMORY AUTOMOTIVE LLC	29327	04/24/2025	RCSO repair rear ac for Tx/142	002-1110-52225	237.50
Purchased From Vendor EMORY AUTOMOTIVE LLC Total:					237.50
Purchased From Vendor: EMORY DENTAL					
EMORY DENTAL	INV000672	04/24/2025	INMATE HEALTH TREATMENT	002-1005-55320	380.00
Purchased From Vendor EMORY DENTAL Total:					380.00
Purchased From Vendor: F. DUNCAN THOMAS					
F. DUNCAN THOMAS	Mileage Reimb 3/31-4/1	04/24/2025	8thDist-Replacement Judge	002-1002-54120	78.40
Purchased From Vendor F. DUNCAN THOMAS Total:					78.40
Purchased From Vendor: GAYLA SPARKMAN					
GAYLA SPARKMAN	Reimbursement 4/25	04/24/2025	DClerk-SD CARD - GAYLA SPAR	002-1065-51100	16.50
Purchased From Vendor GAYLA SPARKMAN Total:					16.50
Purchased From Vendor: HART INTERCIVIC INC.					
HART INTERCIVIC INC.	INV001373	04/24/2025	ELECT PROGRAMMING, PREP	002-1007-51435	4,999.79
HART INTERCIVIC INC.	INV002470	04/24/2025	R&B PROGRAMMING FOR MA	002-1007-51435	3,428.00
HART INTERCIVIC INC.	INV2508	04/24/2025	Ele AFFIDAVIT FOR PROV BALL	002-1007-51435	199.00
Purchased From Vendor HART INTERCIVIC INC. Total:					8,626.79
Purchased From Vendor: HOOTEN'S LLC					
HOOTEN'S LLC	2502-255254	04/24/2025	Jail metal for air pack brackets	002-1109-58130	20.68
HOOTEN'S LLC	2504-281290	04/24/2025	hook screws, chain	002-1006-52100	31.30
HOOTEN'S LLC	2504-283582	04/24/2025	R&B- WEEDEATER FILTERS AN	010-1150-52220	224.28
HOOTEN'S LLC	2504-285874	04/24/2025	R&B- YARD1 SHOVEL AND SKE	010-1150-51160	72.67
HOOTEN'S LLC	2504-285994	04/24/2025	SO-SHELVING MATL FOR CON	051-1110-58100	522.99
HOOTEN'S LLC	2504-286037	04/24/2025	RCSO padlocks for conex's evi	002-1110-52100	39.98
HOOTEN'S LLC	2504-286520	04/24/2025	SO-SHELVING MATL FOR CON	051-1110-58100	278.00
HOOTEN'S LLC	2504-287345	04/24/2025	Maint-tape, screws other sup	002-1006-52100	8.99
HOOTEN'S LLC	2402-009152	04/24/2025	Jail Building Repair Supplies	002-1109-52100	123.40
HOOTEN'S LLC	2502-256195	04/24/2025	Jail Metal for air pack brackets	002-1109-58130	31.02
HOOTEN'S LLC	2504-287690	04/24/2025	R&B- 206 TIE ROD NUTS	010-1150-52220	5.58
HOOTEN'S LLC	2504-287973	04/24/2025	R&B- YARD1 SAWSAW BLADE	010-1150-58130	44.99
HOOTEN'S LLC	2504-288576	04/24/2025	RCSO airfilter for patrol ac	002-1110-58130	15.98
HOOTEN'S LLC	2504-288826	04/24/2025	Main-j14-1/2in Black UV Prot	002-1006-51135	7.98
HOOTEN'S LLC	2504-291034	04/24/2025	R&B- 702 LED LIGHT	010-1150-52220	1.89
HOOTEN'S LLC	2504-291927	04/24/2025	Sand, Hammer, Bolts/nuts, pl	002-1006-51140	72.94
HOOTEN'S LLC	042425	04/23/2025	Maint- Stool Step Folding Stee	002-1006-58130	119.99
Purchased From Vendor HOOTEN'S LLC Total:					1,622.66
Purchased From Vendor: HOPKINS COUNTY FIRE EXTINGUISHER LLC					
HOPKINS COUNTY FIRE EXTIN	38539	04/24/2025	Library service fire extinguish	034-1125-52100	95.50
Purchased From Vendor HOPKINS COUNTY FIRE EXTINGUISHER LLC Total:					95.50
Purchased From Vendor: HUNT REGIONAL MEDICAL PARTNERS #92					
HUNT REGIONAL MEDICAL PA	92	04/24/2025	Inmate HEALTH CARE	002-1005-55320	1,648.04
Purchased From Vendor HUNT REGIONAL MEDICAL PARTNERS #92 Total:					1,648.04
Purchased From Vendor: J & R DISCOUNT AUTO SUPPLY					
J & R DISCOUNT AUTO SUPPLY	01NV032853	04/24/2025	RCSO gas treatment	002-1110-52225	12.65
J & R DISCOUNT AUTO SUPPLY	01NV032851	04/24/2025	R&B- 99 OIL AND FILTER	010-1150-52225	70.56
J & R DISCOUNT AUTO SUPPLY	01NV033023	04/24/2025	R&B- 120 CIRCUIT BREAKER A	010-1150-52225	19.25
J & R DISCOUNT AUTO SUPPLY	01NV033156	04/24/2025	RCSO brakes and rotors for pa	002-1110-52225	1,417.26
Purchased From Vendor J & R DISCOUNT AUTO SUPPLY Total:					1,519.72

payable report 042425

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: JENNIFER PATTERSON					
JENNIFER PATTERSON	INV0000671	04/24/2025	JP- Court Training Travel Expe	002-1090-51320	839.20
			Purchased From Vendor JENNIFER PATTERSON Total:		839.20
Purchased From Vendor: KRISTI HOPKINS					
KRISTI HOPKINS	INV0000682	04/24/2025	Grant Writing USA travel expe	002-1040-51300	221.40
			Purchased From Vendor KRISTI HOPKINS Total:		221.40
Purchased From Vendor: LAKE COUNTRY CASA					
LAKE COUNTRY CASA	INV0000684	04/24/2025	354th Grand Jury Casa Donati	002-1003-54150	260.00
LAKE COUNTRY CASA	INV0000685	04/24/2025	354th Grand Jury Casa Donati	002-1003-54150	60.00
			Purchased From Vendor LAKE COUNTRY CASA Total:		320.00
Purchased From Vendor: LANHAM'S PLUMBING LLC					
LANHAM'S PLUMBING LLC	3576	04/24/2025	Jail Plumbing- 7 cartridges rep	002-1109-52100	4,279.50
LANHAM'S PLUMBING LLC	3146	04/24/2025	Jail Plumbing and labor	002-1109-52100	6,250.45
LANHAM'S PLUMBING LLC	4024	04/24/2025	Jail Women's Tank repairs	002-1109-52100	953.68
LANHAM'S PLUMBING LLC	4064	04/24/2025	Jail Tank 8 sink pressure	002-1109-52100	245.00
			Purchased From Vendor LANHAM'S PLUMBING LLC Total:		11,728.63
Purchased From Vendor: LARRY VITITOW					
LARRY VITITOW	42713	04/24/2025	SO-40' CONTAINER --TWO	051-1110-58100	9,000.00
			Purchased From Vendor LARRY VITITOW Total:		9,000.00
Purchased From Vendor: LAW OFFICE OF RACHEL FLATT					
LAW OFFICE OF RACHEL FLATT	Lowe 5945/6037	04/24/2025	Dist. Clerk CAUSE#5945, 6037	002-1002-54100	350.00
			Purchased From Vendor LAW OFFICE OF RACHEL FLATT Total:		350.00
Purchased From Vendor: LONGVIEW ASPHALT INC.					
LONGVIEW ASPHALT INC.	179161	04/24/2025	R&B- YARD1 OS 50.77TN 1791	010-1150-52320	4,823.15
LONGVIEW ASPHALT INC.	179282	04/24/2025	R&B- HAULING OIL SAND TO Y	010-1150-52320	1,269.25
LONGVIEW ASPHALT INC.	179433	04/24/2025	R&B- YARD1 OS 24.91TN 1794	010-1150-52320	2,366.45
			Purchased From Vendor LONGVIEW ASPHALT INC. Total:		8,458.85
Purchased From Vendor: LUCAS EDWARDS					
LUCAS EDWARDS	INV0000683	04/24/2025	Travel Expense	002-1115-51300	303.80
			Purchased From Vendor LUCAS EDWARDS Total:		303.80
Purchased From Vendor: M & R MACHINE					
M & R MACHINE	YE172	04/24/2025	R&B- 227 CYLINDER REBUILD	010-1150-52220	614.16
			Purchased From Vendor M & R MACHINE Total:		614.16
Purchased From Vendor: NEURO IR OF EAST TEXAS					
NEURO IR OF EAST TEXAS	103	04/24/2025	INMATE HEALTH TREATMENT	002-1005-55320	132.58
			Purchased From Vendor NEURO IR OF EAST TEXAS Total:		132.58
Purchased From Vendor: NTTA					
NTTA	2017709775 4/25	04/24/2025	VA-toll fees 2/26/25 -3/25/25	002-1114-52225	35.24
			Purchased From Vendor NTTA Total:		35.24
Purchased From Vendor: O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	5658-128005	04/24/2025	RCSO mini bulb for patrol car	002-1110-52225	6.60
			Purchased From Vendor O'REILLY AUTO PARTS Total:		6.60
Purchased From Vendor: POWER PLAN					
POWER PLAN	T06089	04/24/2025	R&B- 206 TIE RODS	010-1150-52220	1,068.94
			Purchased From Vendor POWER PLAN Total:		1,068.94
Purchased From Vendor: R. K. HALL LLC					
R. K. HALL LLC	454782	04/24/2025	R&B- YARD1 OILSAND 454782	010-1150-52320	1,932.24
R. K. HALL LLC	454913	04/24/2025	R&B- YARD1 OS 23.43TN 4549	010-1150-52320	1,944.69
R. K. HALL LLC	455283	04/24/2025	R&B- 2450 TYPE D 72.41TN 45	010-1150-52320	6,010.03
R. K. HALL LLC	455319	04/24/2025	R&B- POINT OS11.98TN 4553	010-11180	994.34
R. K. HALL LLC	455319	04/24/2025	R&B- 2450 TYPE D 145.57TN 4	010-1150-52320	12,082.31
R. K. HALL LLC	456053	04/24/2025	R&B- YARD1 OS 23.81TN 4560	010-1150-52320	1,976.23
			Purchased From Vendor R. K. HALL LLC Total:		24,939.84

payable report 042425

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: RAINS COUNTY CHILD WELFARE BOARD					
RAINS COUNTY CHILD WELFA	INV0000686	04/24/2025	354th Grand Jury Rains Count	002-1003-54150	380.00
Purchased From Vendor RAINS COUNTY CHILD WELFARE BOARD Total:					380.00
Purchased From Vendor: REVOLUTION DATA SYSTEMS LLC					
REVOLUTION DATA SYSTEMS L	SB033125-1	04/24/2025	CCLERK-RECORD PRESERVATI	014-1060-51420	87,816.00
Purchased From Vendor REVOLUTION DATA SYSTEMS LLC Total:					87,816.00
Purchased From Vendor: RICKS OIL DEPOT					
RICKS OIL DEPOT	489142	04/24/2025	RCSO oil change unit 26	002-1110-52225	36.99
RICKS OIL DEPOT	489148	04/24/2025	RCSO oil change unit #30	002-1110-52225	36.99
RICKS OIL DEPOT	489219	04/24/2025	RCSO oil change unit 20	002-1110-52225	36.99
Purchased From Vendor RICKS OIL DEPOT Total:					110.97
Purchased From Vendor: ROPER & WHITE INC.					
ROPER & WHITE INC.	Warren 6072	04/24/2025	8thDist-CAUSE#6072 - WARRE	002-1002-54100	500.00
ROPER & WHITE INC.	Warren 6659	04/24/2025	8thDist-CAUSE#6659 - WARRE	002-1002-54100	350.00
Purchased From Vendor ROPER & WHITE INC. Total:					850.00
Purchased From Vendor: RYZ CONSTRUCTION LLC					
RYZ CONSTRUCTION LLC	31	04/24/2025	R&B- TREE CLEARING 1150,11	010-1150-53130	7,126.88
RYZ CONSTRUCTION LLC	32	04/24/2025	R&B- TREE REMOVAL 1280,13	010-1150-53130	7,678.00
Purchased From Vendor RYZ CONSTRUCTION LLC Total:					14,804.88
Purchased From Vendor: SECURE SHREDDING & RECYCLING					
SECURE SHREDDING & RECYC	311351	04/24/2025	Env.ENF Shredding Service	002-1115-51155	65.00
SECURE SHREDDING & RECYC	31747	04/24/2025	Env. Shredding Service	002-1115-51155	65.00
Purchased From Vendor SECURE SHREDDING & RECYCLING Total:					130.00
Purchased From Vendor: TEXAS ASSOCIATION OF COUNTIES					
TEXAS ASSOCIATION OF COU	370423	04/24/2025	Comm Pct 1 conference count	002-1121-51301	250.00
Purchased From Vendor TEXAS ASSOCIATION OF COUNTIES Total:					250.00
Purchased From Vendor: TEXAS SOCIAL SECURITY PROGRAM					
TEXAS SOCIAL SECURITY PRO	9291709 04/25	04/24/2025	Judge Section 218 Dues	002-1070-51310	35.00
Purchased From Vendor TEXAS SOCIAL SECURITY PROGRAM Total:					35.00
Purchased From Vendor: TEXAS MEDICINE RESOURCES LLP					
TEXAS MEDICINE RESOURCES	19	04/24/2025	INMATE HEALTH TREATMENT	002-1005-55320	107.42
TEXAS MEDICINE RESOURCES	INV0000670	04/24/2025	INMATE HEALTH TREATMENT	002-1005-56200	55.52
Purchased From Vendor TEXAS MEDICINE RESOURCES LLP Total:					162.94
Purchased From Vendor: TYLER TECHNOLOGIES INC.					
TYLER TECHNOLOGIES INC.	025-506329	04/24/2025	IT-TIMER & ATTENDANCE TRA	002-1175-57180	4,060.00
Purchased From Vendor TYLER TECHNOLOGIES INC. Total:					4,060.00
Purchased From Vendor: VERITRACE INC.					
VERITRACE INC.	007865	04/24/2025	CCLERK-SECURITY PAPER	014-1060-51420	641.75
Purchased From Vendor VERITRACE INC. Total:					641.75
Purchased From Vendor: WELLS FARGO					
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1010-51110	62.79
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1030-51110	62.79
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1065-51110	62.79
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1070-51110	62.79
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1080-51110	62.79
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1085-51110	7.90
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1100-51110	62.79
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1109-51110	62.79
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1110-51110	62.79
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1114-51110	7.84
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1115-51110	7.84
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1116-51110	7.84
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1121-51110	7.84
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1122-51110	7.84
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1123-51110	7.84
WELLS FARGO	5033956249	04/24/2025	MultDept-Copier Lease	002-1124-51110	7.84

payable report 042425

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO	5033988799	04/24/2025	Library-Copier Lease	034-1125-51110	88.00
Purchased From Vendor WELLS FARGO Total:					653.10
Purchased From Vendor: WOODRUM CONSTRUCTION LLC					
WOODRUM CONSTRUCTION	6749	04/24/2025	R&B- 2450 HAULING TYPE D	010-1150-52320	1,806.93
Purchased From Vendor WOODRUM CONSTRUCTION LLC Total:					1,806.93
Grand Total:					233,780.25

04/24/2025 Liability Payables

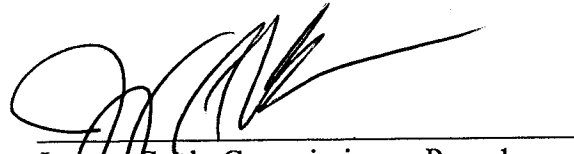
Vendor	Type	Check Date/ACH Date	Account	Amount
TAC HEBP	Liability Check	4/28/2025	002-21225 HR Insurance Payable	\$79,266.81
Allied National	Liability Check	4/28/2025	002-21225 HR Insurance Payable	\$4,011.00
Lord Abbett - 457 Plan	ACH payment	4/28/2025	2-0226 Deferred Comp	\$850.00
Vision Service Plan	Liability Check	4/28/2025	002-21225 HR Insurance Payable	\$627.95
Dearborn National	Liability Check	4/28/2025	002-21225 HR Insurance Payable	\$2,688.69
Aflac	Liability Check	4/28/2025	2-0320 Aflac Premium Liability	\$2,009.97
Liberty National	ACH payment	4/25/2025	002-21225 HR Insurance Payable	\$613.80
Citibank	Check	4/24/2025	002-22150 Citibank Purchase Cards	\$13,854.76
City of Emory	Check	4/24/2025	002-51220 Water	\$2,076.67
Shell Energy	Check	4/24/2025	002-51200 Electricity	\$3,753.47
Office of the Attorney General	ACH payment	4/25/2025	2-0228 Child Support Pay	\$842.01
United States Treasury	ACH payment	4/16/2025	2-0222 Payroll W/H & 2-0210 FICA	\$39,761.73
				\$150,356.86

+ 233,780.25
= 384,137.11

The Rains County Commissioners Court Approved and Signed the Payment of Accounts

this 24 day of April, 2025.

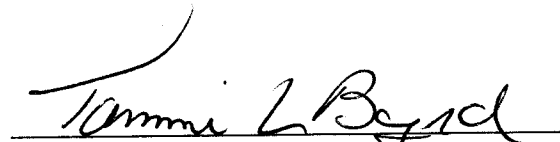

Linda Wallace, County Judge


Jeremy Cook, Commissioner, Prec. 1


Mike Willis, Commissioner, Prec. 2


Korey Young, Commissioner, Prec. 3


Lori Northcutt, Commissioner, Prec 4


Tammi L. Byrd, County Auditor

Involuntary/Voluntary Terminations

Employee	Department	Termination Date
Andrew Lowen	Courthouse Security	4/11/25

New Hires

Employee	Department	Hire Date	Pay Rate	Classification
James Almagner	Jail	4/14/2025	\$19.35	Full Time

Position/Pay Changes

Margaret "Maggie" Ingram - Transferred from Vehicle Registration to County Treasurer's office, effective 4/11/25. No pay change.

Rains County Appraisal District
PO Box 70
Emory TX 75440
903-473-2391
FAX 903-473-4040

01/31/25

DOUGHERTY FRANCES
% MAXANNE POTTS
1736 W FM 2795
EMORY TX 75440-3629

RE: Application for Exempt Property
Prop. ID 1734

Dear Taxpayer:

The Chief Appraiser can request a new application to be refiled, this is in accordance with the Property Tax Code, Section 11.18. This is your notice that the Chief Appraiser is requesting a new application for your exemption. The application form is enclosed. Please fill this out and return it to our office before April 30th or your exemption could be revoked, and your property will be taxed at the current market value if you do not return the application.

If you have any questions, please feel free to contact the office at 903-473-2391.

Respectfully

Sherri McCall

Sherri McCall

Chief Appraiser

TO: RAINS COUNTY

FROM: BAHENA CONSTRUCTION CO., INC.
DBE CERTIFIED

PROJECT: RAINS COUNTY CR

LETTING DATE: DECEMBER 2024

ITEM NO.	DESC. CODE	S.P. NO.	DESCRIPTION	UNIT	ESTIMATE	PRICE	TOTAL
400			CUT & RESTORING PAV	SY	25.00	\$ 300.00	\$ 7,500.00
462			CONC BOX CULV (10' X 8')	LF	22.00	\$ 2,500.00	\$ 55,000.00
466			WINGWALL PW-1)(HW= 9')	EA	2.00	\$ 30,000.00	\$ 60,000.00
496			REMOV EXIST STRUCTURE	EA	2.00	\$ 2,500.00	\$ 5,000.00
500			MOBILIZATION	LS	1.00	\$ 5,000.00	\$ 5,000.00
			TOTAL				\$ 132,500.00

NOTES 1) NO BARRICADES OR TRAFFIC CONTROL

2) NO ENGINEER WORK

3) NO BONDING

4) NO TEMPORARY/SPL SHORING

SUBMITTED BY:

CBEXUM

ACCEPTED BY:



PO Box 6275
1418 19th ST NW
Paris, Texas 75461
903-782-8334
arlyn@yoderbridge.com

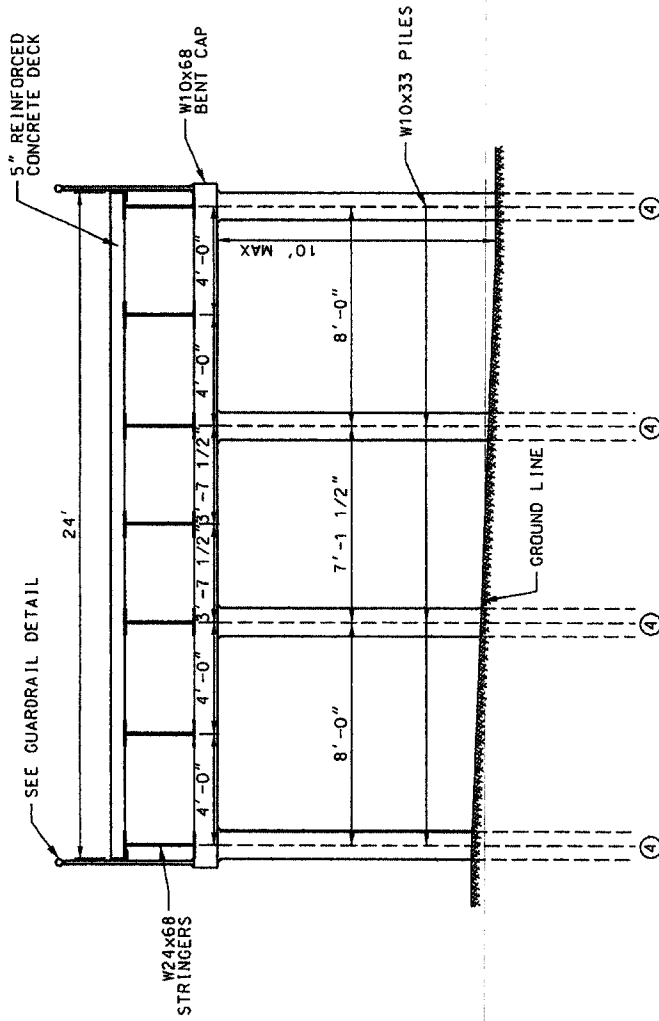
10/24/2024

This proposal is for the construction of a 40' length x 24' width clear span bridge on Rains County road 1307. Bridge will be built according to plans and specs provided.

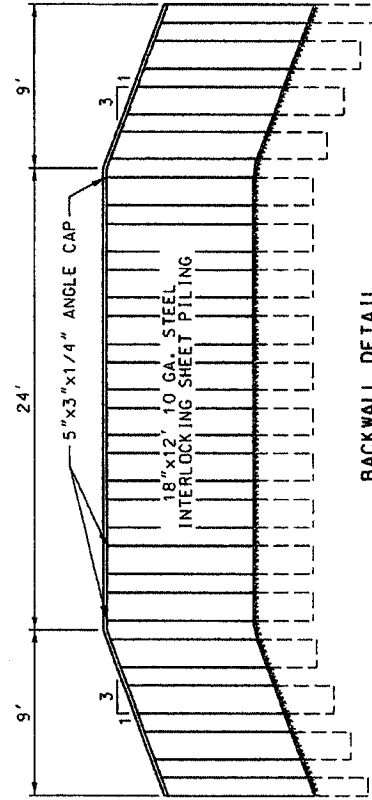
This price includes all labor, material, and dirt work needed to complete the project. The total cost to complete will be **\$145,000.00**

Arlyn Yoder 10-24-24

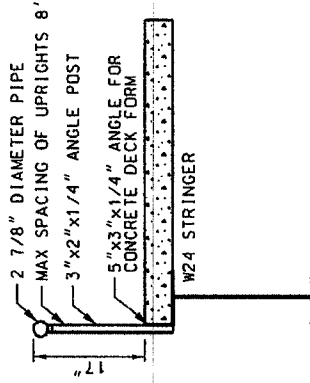
SCALE: N.T.S.



ABUTMENT SECTION



BACKWALL DETAIL



GUARDRAIL DETAIL

BRIDGE CONSTRUCTION PLANS

PLAN AND PROFILE

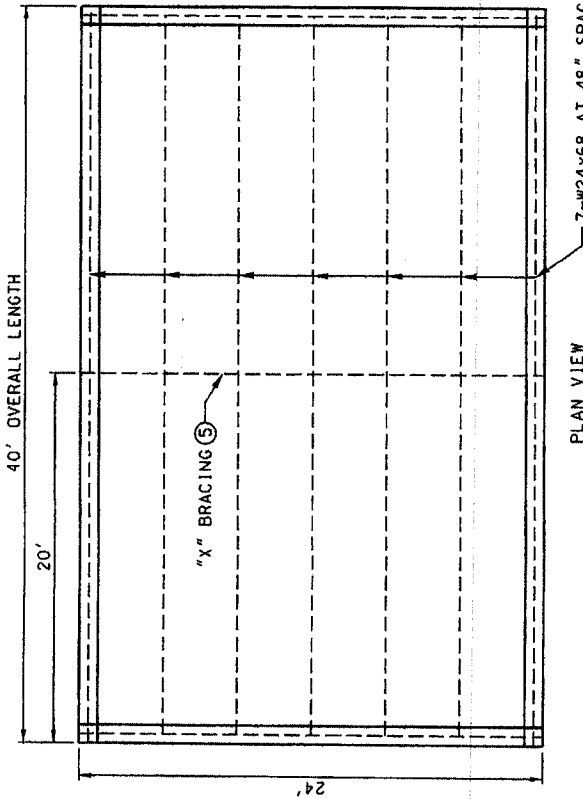
PROJECT #1
DESIGN #1
DATE 11/1/2003
SHEET 1 OF 2

SCALE: N.T.S.

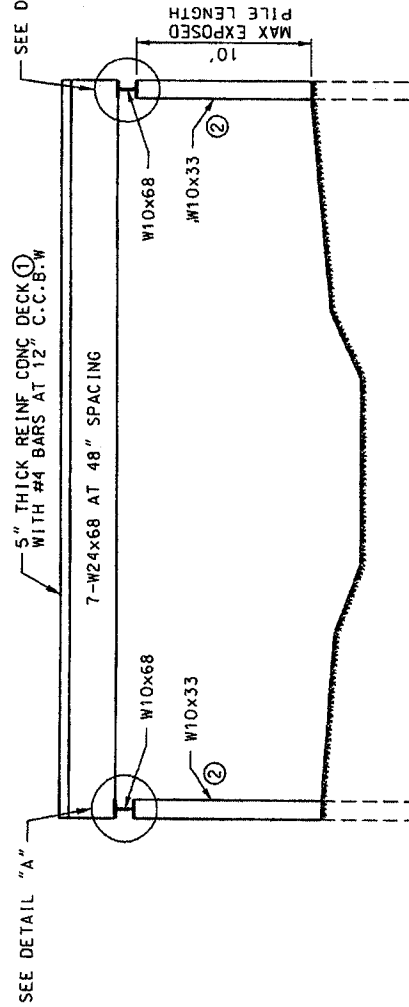
DESIGN LOADING: HS-20

DESIGN LOADING APPLIED TO ALL STEEL MEMBERS OF THE SUPERSTRUCTURE AND SUBSTRUCTURE ONLY. THE DECK AND BEARING CAPACITY OF THE PILES ARE NOT INCLUDED.

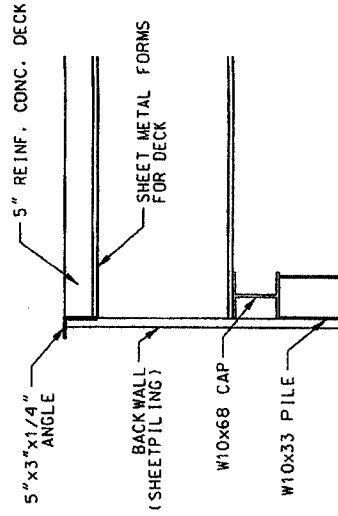
1. ALL STRUCTURAL STEEL SHALL BE A36. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI.
2. PLACE ABUTMENT "W" PILES WITH STRONG AXIS PERPENDICULAR TO ABUTMENT ALIGNMENT.
3. WELD ALL STEEL MEMBER CONNECTIONS.
4. FOUNDATION/PILE EMBEDMENT DEPTHS ARE NOT DETERMINED.
5. PLACE "X" BRACING BETWEEN STRINGERS AT MID-SPAN WITH 2"x2"x3/16" ANGLES OR SIMILAR.



PLAN VIEW



PROFILE VIEW



DETAIL "A" ABUTMENT

④

④

WELDED CONNECTION PLANS

PLAN AND PROFILE

PROJECT # 1000000000
 DRAWING NO. 1000000000
 SHEET 1 OF 3



Hootens LLC
1139 W Lennon Dr
Emory TX 75440
903-473-8788
Fax: 903-473-0235



QUOTE

2504-292637

PAGE 1 OF 1

SOLD TO
Rains County Road & Bridge P O BOX 185 Emory TX 75440

JOB ADDRESS
Rains County Road & Bridge P O BOX 185 Emory TX 75440 903-473-5099

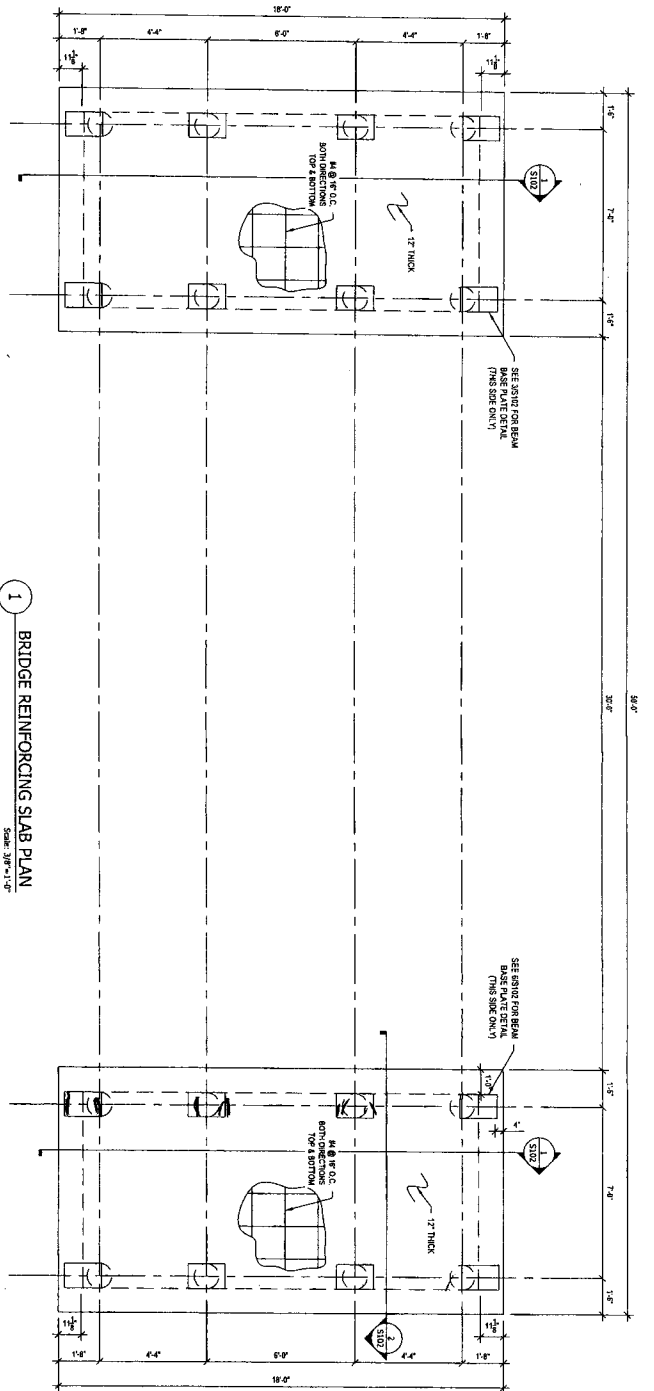
ACCOUNT	JOB
RAINSC	0
CREATED ON	04/23/2025
EXPIRES ON	04/28/2025
BRANCH	1000
CUSTOMER PO#	
STATION	H9
CASHIER	EE
SALESPERSON	
ORDER ENTRY	EE
MODIFIED BY	

Thank you for your business!

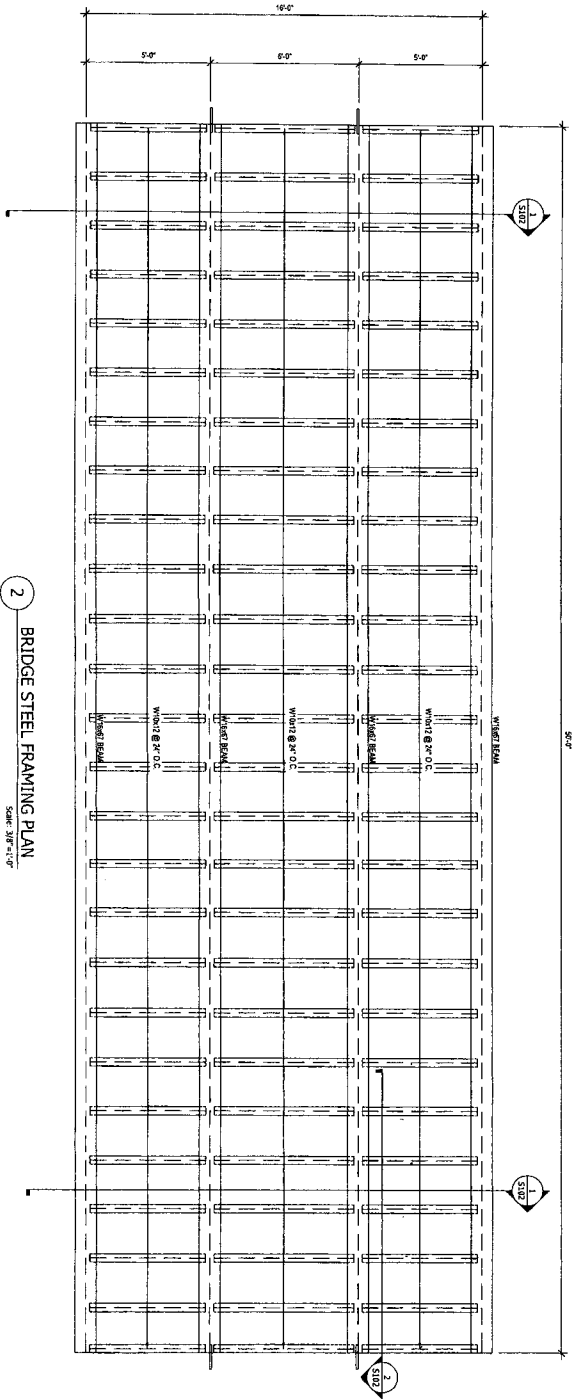
Item	Description	D	Quantity	UM	Price	Per	Amount
SJ	16'X50' BRIDGE(HOOTENS)		1	EA,	58000.0000	EA,	58,000.00
SJ	ENGINEERING(DYNAMIC ENGINEERING)		1	EA,	8000.0000	EA,	8,000.00
SJ	CONCRETE WORK(ROLANDO VERA)		1	EA,	14500.0000	EA,	14,500.00
SJ	MOVING AND SETTING(JOHNNY NORTH CUTT)		1	EA,	8000.0000	EA,	8,000.00
SJ	BRIDGE TEAR OUT AND PREP(COOKE CONSTRUCTION)		1	EA,	7500.0000	EA,	7,500.00
STORE HOURS M-F 7AM-5PM SAT 7AM-3PM SUNDAY CLOSED					Subtotal		96,000.00
					TX 8.25% EXE: 175-600- 11185	Sales Tax	0.00
						Total	96,000.00

Buyer:

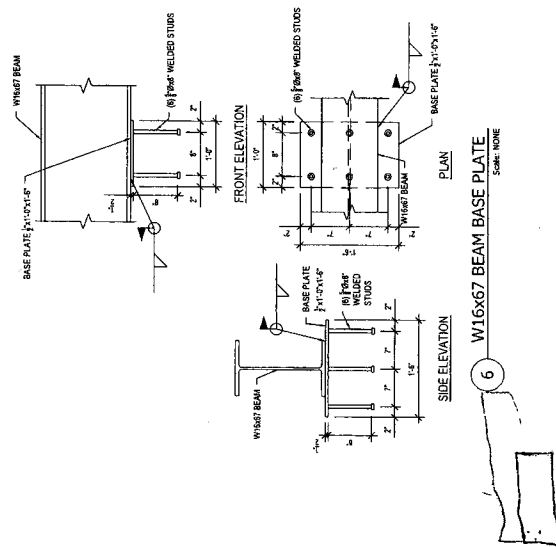
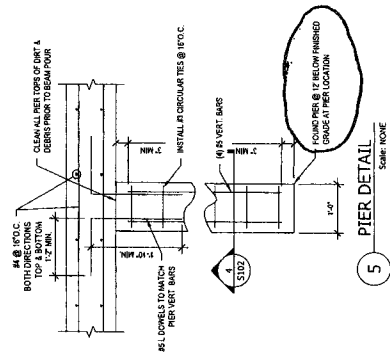
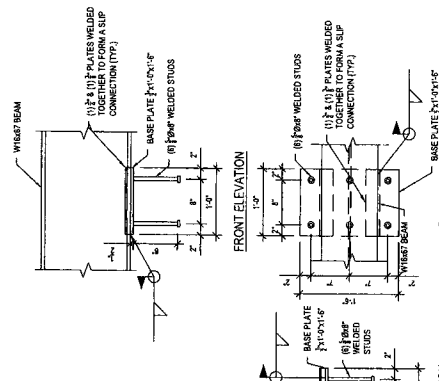
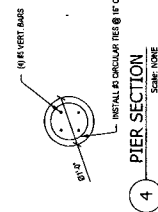
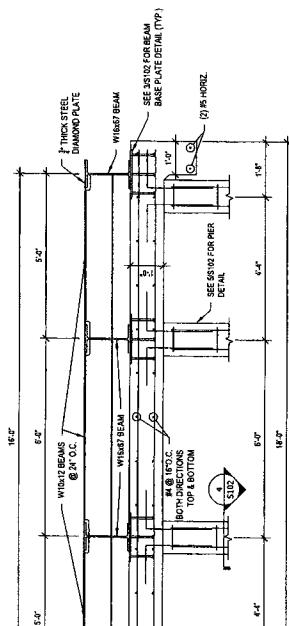
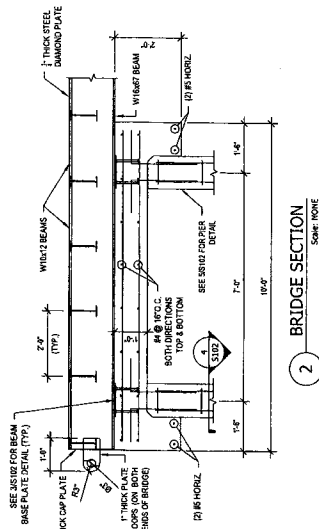
Signature

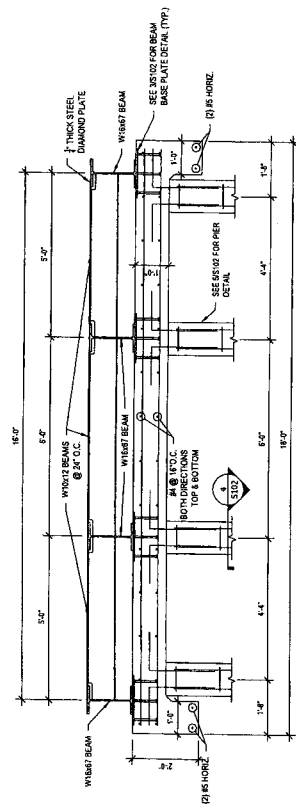


1 BRIDGE REINFORCING SLAB PLAN
Scale: 3/8" = 1'-0"

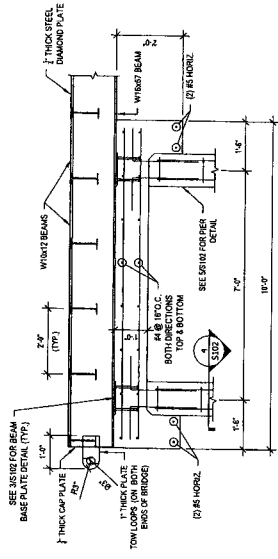


2 BRIDGE STEEL FRAMING PLAN
Scale: 3/8" = 1'-0"

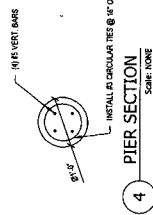




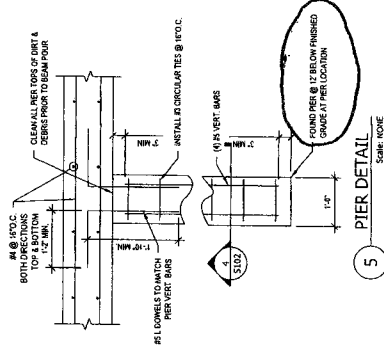
1 BRIDGE SECTION Scale: NONE



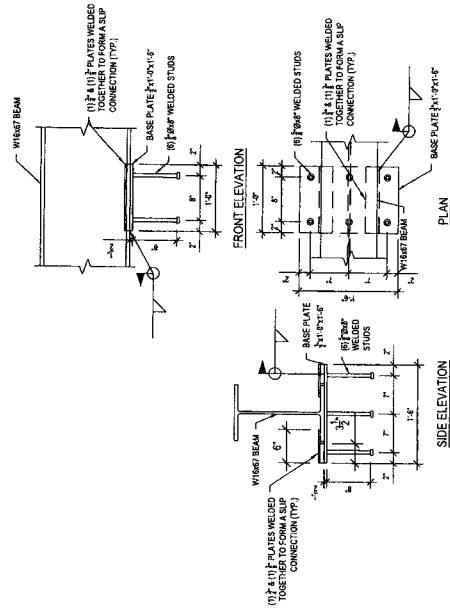
2 BRIDGE SECTION



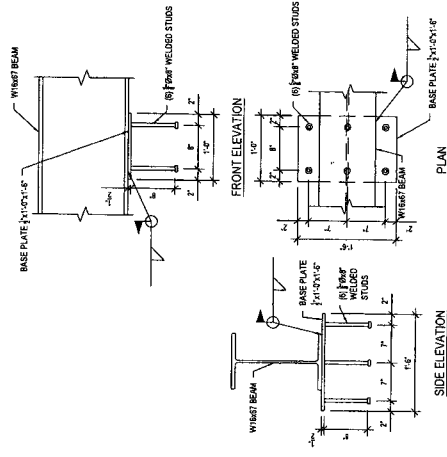
4
PIER SECTION
Scale: NON



PIER DETAIL



3 W16x67 BEAM BASE PLATE W/ SLIP CONNECTION



W16x67 BEAM BASE PLATE



4/15/25

Rains County
220 W. Quitman
Emory TX 75440

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25635 are valid for contracts that are executed and returned to Motorola on or before April 25, 2025. After 4/25/25, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC
Bill Stancik

ELPA TX Short C 72816

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address 220 W. Quitman, Ste A
Emory, TX 75440
E-mail Address: ap@co.rains.tx.us
Attention: Jennifer Trerino
Phone: 903 473-5068
2. Lessee County Location: Rains County
3. Federal Tax I.D. Number 75-600 1115
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: radio & communication equipment

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address LINDA WALLACE
Rains County Judge
167 E Quitman St, Ste 102
Emory, TX 75440
Phone: 903 473-5007
Fax: 903 473-4298
7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25635

LESSEE:

Rains County
220 W. Quitman
Emory TX 75440

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.



4/15/25

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Please have the documents executed where indicated and forward the documents to the following address:

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Chicago, IL 60661

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Bill Stancik

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Emory, TX 75440
E-mail Address: ap@co.rains.tx.us
Attention: Jennifer Trerino
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3. Federal Tax I.D. Number 75-600 1115
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5. Equipment description that you would like to appear on your invoicing: radio & communication equipment

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6. Appropriate Contact & Mailing Address LINDA WALLACE
Rains County Judge
167 E Quitman St, Ste 102
Emory, TX 75440
Phone: 903 473-5007
Fax: 903 473-4298
7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25635

LESSEE:

Rains County
220 W. Quitman
Emory TX 75440

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any

proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including

attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 25th day of April, 2025.

LESSEE:

Rains County

By: Linda Wallace

Printed Name: LINDA WALLACE

Title: Rains County Judge

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Printed Name: Uygur Gazioglu

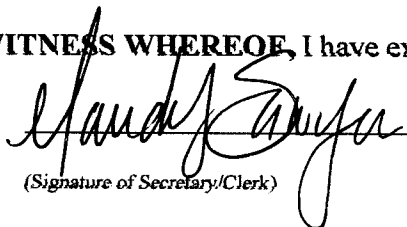
Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of Rains County , an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25635**, between Rains County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

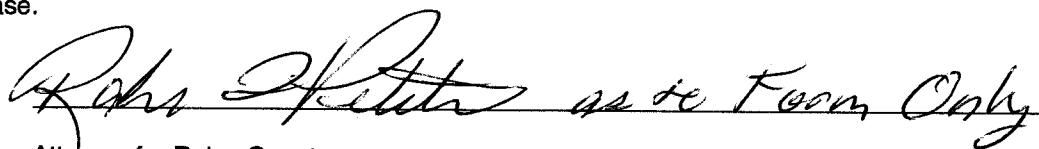
IN WITNESS WHEREOF, I have executed this certificate this 25 day of April, 2025.

By:


(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25635b y and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.


Attorney for Rains County

** I have no knowledge as to these items (monies, budgeting for current or future years, available), however, I approve the contract as to Form Only.*

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25635
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25635**("Lease"), between Motorola Solutions, Inc. ("Lessor") and Rains County ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 84 Months

Commencement Date: 4/15/2025

First Payment Due Date: 4/15/2026

7 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Rains County (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 5.070%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	4/15/2025	\$ 1,654,991.00	1		
2 Lease Payment	4/15/2026	\$ 286,741.24	7	Annual	4/15/2032

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	4/15/2025				\$ 1,654,991.00
1	4/15/2026	\$ 286,741.24	\$ 83,908.04	\$ 202,833.20	\$ 1,452,157.80
2	4/15/2027	\$ 286,741.24	\$ 73,624.40	\$ 213,116.84	\$ 1,239,040.96
3	4/15/2028	\$ 286,741.24	\$ 62,819.38	\$ 223,921.86	\$ 1,015,119.10
4	4/15/2029	\$ 286,741.24	\$ 51,466.54	\$ 235,274.70	\$ 779,844.40
5	4/15/2030	\$ 286,741.24	\$ 39,538.11	\$ 247,203.13	\$ 532,641.27
6	4/15/2031	\$ 286,741.24	\$ 27,004.91	\$ 259,736.33	\$ 272,904.94
7	4/15/2032	\$ 286,741.24	\$ 13,836.30	\$ 272,904.94	\$ -
Grand Totals		\$ 2,007,188.68	\$ 352,197.68	\$ 1,654,991.00	

INITIAL INSURANCE REQUIREMENT: \$1,654,991.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 25635 to that Equipment Lease Purchase Agreement number 25635 will be maintained by the Rains County as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Texas Association of Counties

Name of insurance provider

1210 San Antonio St

Address of insurance provider

Austin TX 78701

City, State and Zip Code

1 800-456-5974

Phone number of local insurance provider

brittangd@co.org

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 25635, Rains County, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25635 to that Equipment Lease Purchase Agreement number 25635. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25635 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

Improve Radio Communication for Sheriff Office

2. Why is the equipment essential to the operation of Rains County ?

3. Does the equipment replace existing equipment? yes

If so, why is the replacement being made? obsolete

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

grants and property taxes

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND
ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25635 Lease Schedule A No. : 25635

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25635. See Schedule A for a detailed Equipment List.

LESSEE: Rains County

By: Lynia Wallace
Date: April 24, 2025

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Rains County Lease No. 25635) held on April 24, 2025 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Rains County (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**

(Rev. October 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name Rains County		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 220 W. Quitman	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Emory TX 75440		7 Date of issue 4/15/25
8 Name of issue Equipment Lease-Purchase Agreement 25635		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	1,654,991.00
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	4/15/32	1,654,991.00	n/a	7 years	5.07 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Page 2

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent Signature of Authorized Representative

Date

4-24-25

Title

Rains County Judge

Paid Preparer Signature

Linda Wallace



MOTOROLA SOLUTIONS

4/15/25

Rains County
220 W. Quitman
Emory TX 75440

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25635 are valid for contracts that are executed and returned to Motorola on or before April 25, 2025. After 4/25/25, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC
Bill Stancik

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25635

LESSEE:

Rains County
220 W. Quitman
Emory TX 75440

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 25th day of April, 2025.

LESSEE:

Rains County

By: Linda Wallace

Printed Name: LINDA WALLACE

Title: Rains County Judge

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Printed Name: Uygar Gazioglu

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of Rains County , an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25635**, between Rains County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate this 25 day of April, 2025.

By: _____

(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25635b y and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Robt. H. Hitt as to Form Only
Attorney for Rains County

~~* I have no knowledge as to these items (monies, budgeting for current or future years, available), however, I approve the contract as to Form Only.~~

Rains County (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 5.070%

CASH FLOW DATA

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INITIAL INSURANCE REQUIREMENT: \$1,654,991.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
Improve Radio Communication for Sheriff Office
2. Why is the equipment essential to the operation of Rains County ?
3. Does the equipment replace existing equipment? *yes*
If so, why is the replacement being made? *obsolete*
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?
grants and property taxes

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Rains County Lease No. 25635) held on April 24, 2025 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Rains County (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

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Part VI Miscellaneous

- | | | |
|-----|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c Enter the EIN of the issuer of the master pool bond ▶ _____
- d Enter the name of the issuer of the master pool bond ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a If the issuer has identified a hedge, check here ☐ and enter the following information:
- b Name of hedge provider ▶ _____
- c Type of hedge ▶ _____
- d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box ☐
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent Signature of Authorized Representative

Date

Title

4-24-25

Rains County Judge

Paid Preparer Signature

Linda Hallace