

NOTICE OF MEETING – COMMISSIONERS COURT
RAINS COUNTY, TEXAS

Notice is hereby given that a **REGULAR MEETING** of the Rains County Commissions court will be held at 10:00 a.m. on **Thursday, March 23, 2023** 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
 - 2. Sheriff's Monthly Report
 - C. Discuss/take action regarding replat for Bonita Meadows
 - D. Discuss/take action regarding concept plan for North Shores Phase III
 - E. Discuss/take action regarding concept plan and variance approval for Saddle Creek Ranch
 - F. Discuss/take action regarding concept plan and variance approval for Hidden Oak Estate
 - G. Discuss/take action regarding concept plan for East Side Shores
 - H. Discuss/take action regarding Division On Addiction organization
 - I. Discuss/take action regarding proclamation for Child Abuse Awareness Month
 - J. Discuss/take action regarding proclamation for Loss of Limb Awareness Month
 - K. Discuss/take action regarding Hemphill Tower lease agreement and payment for the Sheriff's Office
 - L. Discuss/take action regarding application for tax abatement for BT Barrett Solar, LLC
 - M. Discuss/take action regarding approval of Budget Business Systems LLC renewal with Road & Bridge

FILED FOR RECORD
2023 MAR 20 AM 8:59
RANDY SAWYER
COUNTY CLERK
RAINS COUNTY, TEXAS

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

§
§
§
§
§

RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

March 23, 2023

Be it remembered, the Commissioners Court of Rains County, Texas, being convened in its regular session in the Rains County Courthouse, on Thursday, the **23rd day of March 2023**, at **10:00 a.m.** with the following members of the court being present:

**County Judge Linda Wallace
County Commissioner Mike Willis
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, March 23, 2023.**

The posted meeting of the Commissioners Court was held at **10:00 a.m. on Thursday, the 23rd day of March 2023.**

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, Commissioner Cook absent, there was a quorum.

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 Willis led the 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)
2. Environmental enforcement and Emergency Management
3. Veterans' Services
4. AgriLife Extension
5. Indigent Health Care Program
6. Library

B. Elected Official's and Finance Reports

1. Financial Report

- a. **Line-Item transfers/budget amendment.**
- b. **Payment of accounts (1)**

Moved by Commissioner Mike Willis, duly seconded by
Commissioner Korey Young approve payment of account in the amount of \$350,838.25
Court Members Voting Aye: Mike Willis, Korey Young, Lori
Northcutt and Linda Wallace.

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

- c. **Monthly/Quarterly Report (If present)**
- d. **Payroll & Personnel (2)**

Moved by Commissioner Mike Willis, duly seconded by
Commissioner Korey Young to approve payroll and personnel changes.
Court Members Voting Aye: Mike Willis, Korey Young, Lori
Northcutt and Linda Wallace.

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

- 2. **Sheriff's Report (3)**
- 3. **District Clerks Report**
- 4. **County Clerks Report**
- 5. **Justice of the Peace Report**
- 6. **Constable Report**

C. Discuss/take action regarding replat for Bonita Meadows.

Moved by Commissioner Korey Young, duly seconded by
Commissioner Mike Willis to approve replat for Bonita Meadows.
Court Members Voting Aye: Korey Young, Mike Willis, Lori
Northcutt and Linda Wallace.

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

D. Discuss/take action regarding concept plan for North Shores Phase III.

Moved by Commissioner Korey Young, duly seconded by
Commissioner Lori Northcutt to approve concept plan for North Shores Phase III.
Court Members Voting Aye: Mike Willis, Korey Young, Lori
Northcutt and Linda Wallace.

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

E. Discuss/take action regarding concept plan and variance approval for Saddle Creek Ranch.

Moved by Commissioner Mike Willis, duly seconded by

-
- 1 Payment of Accounts
 - 2 Payroll & Personnel changes
 - 3 Sheriff's Monthly Report

Commissioner Korey Young to approve concept plan and variance approval for Saddle Creek Ranch.

Court Members Voting Aye: Mike Willis, Korey Young, and Linda Wallace.

Court Members Voting No: Lori Northcutt

Court Members Abstaining: None

Motion Carried

F. Discuss/take action regarding concept plan approval for Hidden Oak Estate.

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Korey Young to approve concept plan for Hidden Oak Estates.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

G. Discuss/take action regarding concept plan for Eastside Shores.

Moved by Korey Young, duly seconded by Mike Willis to approve concept plan for Eastside Shores.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

H. Discuss/take action regarding Division on Addiction organization.

Moved by Lori Northcutt, duly seconded by Mike Willis to approve putting organization information to put on county website.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

I. Discuss/take action regarding proclamation for Child Abuse Awareness Month.(4)

Moved by Korey Young, duly seconded by Mike Willis to approve proclamation for Child Abuse Awareness Month to declare April 2023 to be Child Abuse Awareness month.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

J. Discuss/take action regarding proclamation for Loss Limb Awareness month.(5)

4 Proclamation #2-2023

5 Proclamation #3-2023

Moved by Mike Willis, duly seconded by Lori Northcutt to proclaim April 2023 to be Loss Limb Awareness month.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

K. Discuss/take action regarding Hemphill Tower lease agreement and payment for the Sheriff's office.

N/A

L. Discuss/take action regarding application for tax abatements for BT Barrett Solar, LLC. 6

Moved by Korey Young, duly seconded by Lori Northcutt to table the motion regarding the application for tax abatement for BT Barrett Solar, LLC.

Court Members Voting Aye: Korey Young, Lori Northcutt and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: Mike Willis

Motion Carried

M. Discuss/take action regarding approval of Budget Business System LLC renewal with Road & Bridge. 7

Moved by Korey Young, duly seconded by Mike Willis to approve 60 month renewed contract with Budget Business Systems, LLC.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

V. Administrative Court Activities and Comments.

Moved by Lori Northcutt, duly seconded by Korey Young to adjourn.

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

Court Members Voting No: None

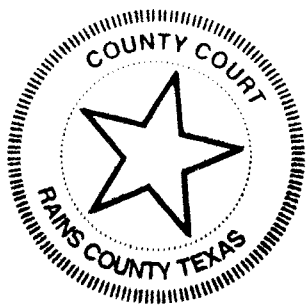
Court Members Abstaining: None

Motion Carried

With no further business to be considered by the Court at 11:49 a.m., Judge Linda Wallace declared Commissioners Court adjourned.

On this the 23rd day of March, 2023, I, Mandy Sawyer, attest to the

accuracy of this record.



Mandy Sawyer

Mandy Sawyer, County Clerk and
Ex-officio of Commissioners Court

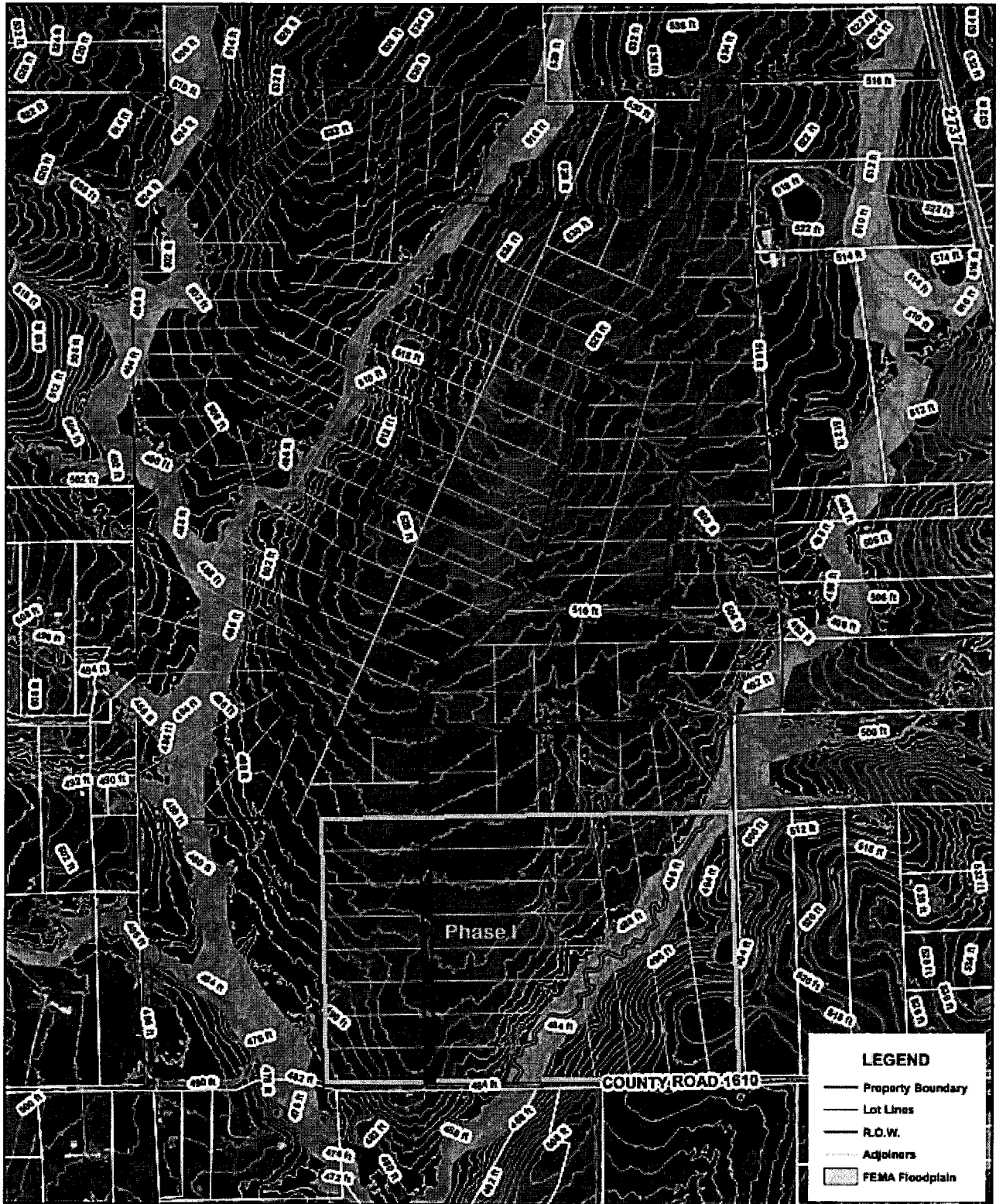
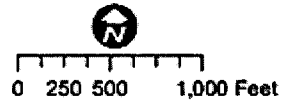
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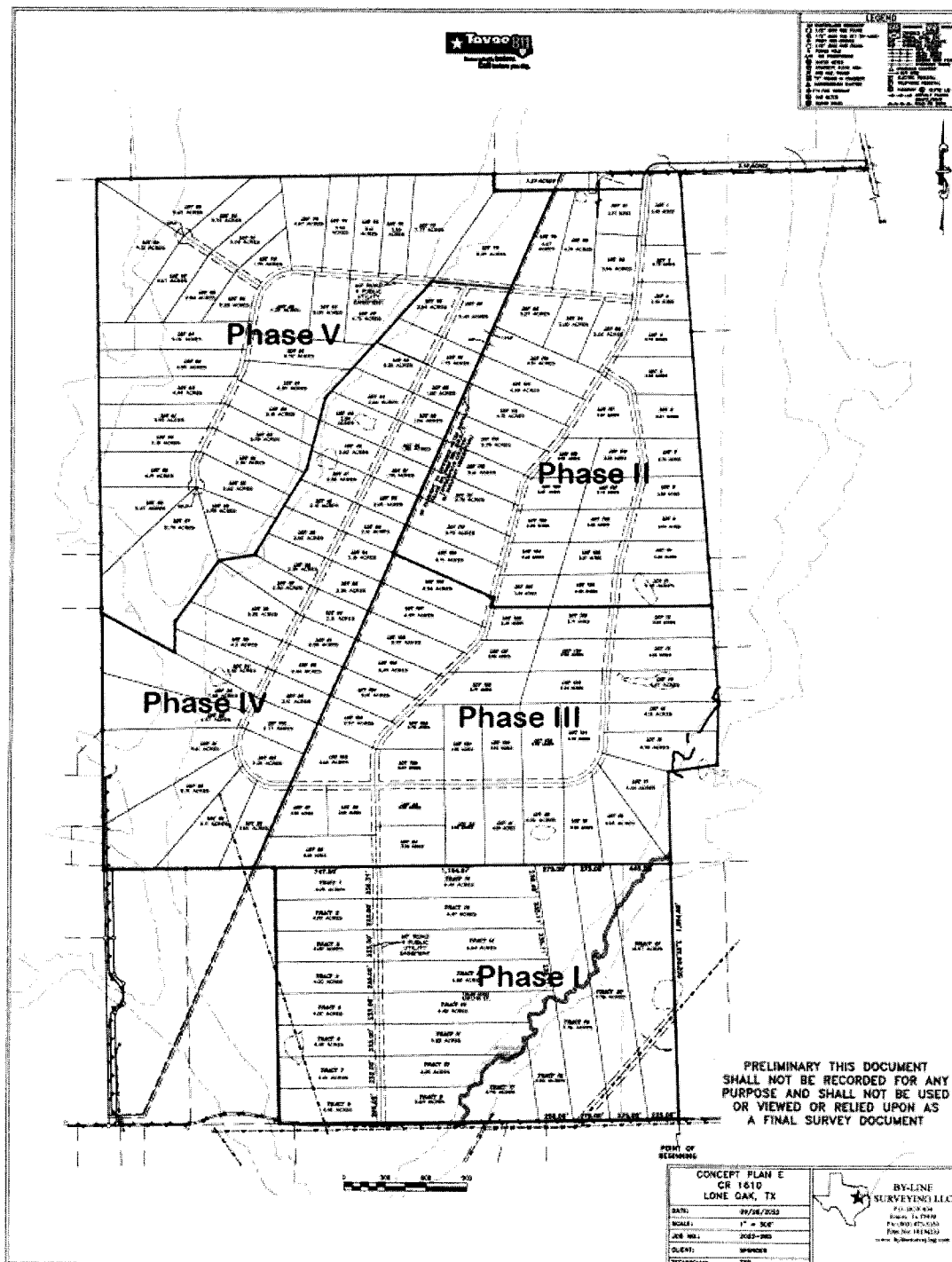
ABSTRACT NO. 162

SECRET

BRIDGE-
XHP-

COUNTY ROAD 1610
LONE OAK, TEXAS







**BY-LINE
SURVEYING LLC**
P.O. BOX 834
Emory, Tx 75440
Ph: (903) 473-5150
Firm No: 10194233
www.bylinesurveying.com/

| | |
|-------------|------------|
| DATE: | 03/07/2023 |
| SCALE: | 1" = 300' |
| JOB NO.: | 2023-080 |
| CLIENT: | SPENCER |
| TECHNICIAN: | TYR |


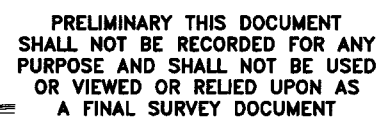
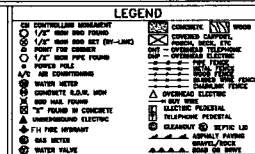
Dr. Sanford M. Stedman, President, IIC. All rights reserved.



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| TECHNICIAN: | TYB |

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www.bylinesurveying.com

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Rains County Invoice Register

Batch # 31370
Batch Description Payables 03-23-2023
Bank Account Name Consolidated Cash

| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|---------------------------------|----------------|--------------|----------------------|--------------------------------|----------------|--------------|----------|
| 3AM | 900003680 | 3/1/2023 | IT-Monthly Service | 002-1175-50603 IT/Website Ma | Check | | 1,725.00 |
| 3AM | 900003695 | 3/1/2023 | IT-SHRF Monthly P | 002-1175-50603 IT/Website Ma | Check | | 1,150.00 |
| 3AM | 900003726 | 3/15/2023 | IT-SHRF Cyber Sec | 002-1175-50685 Computer Soft | Check | | 80.00 |
| 3AM HOLDINGS DBA POSTCOM Total: | | | | | | | 2,955.00 |
| AFLAC | PY382023 | 3/8/2023 | AFLAC Cancer (pre- | 002-20320 Affac Premium Liabli | Check | | 83.08 |
| | | | | 010-20320 Affac Premium Liabli | Check | | 18.63 |
| AFLAC | PY382023 | 3/8/2023 | AFLAC Life (taxable | 002-20320 Affac Premium Liabli | Check | | 31.32 |
| AFLAC | PY382023 | 3/8/2023 | AFLAC Accident (pr | 002-20320 Affac Premium Liabli | Check | | 61.44 |
| | | | | 034-20320 Affac Premium Liabli | Check | | 16.20 |
| AFLAC | PY382023 | 3/8/2023 | AFLAC Spec Event | 002-20320 Affac Premium Liabli | Check | | 32.82 |
| AFLAC | PY382023 | 3/8/2023 | AFLAC Hospitalizati | 002-20320 Affac Premium Liabli | Check | | 8.40 |
| AFLAC | PY382023 | 3/8/2023 | AFLAC Accident (po | 002-20320 Affac Premium Liabli | Check | | 5.94 |
| AFLAC | PY382023 | 3/8/2023 | AFLAC Disability (ta | 002-20320 Affac Premium Liabli | Check | | 54.66 |
| AFLAC | PY3222023 | 3/22/2023 | AFLAC Cancer (pre- | 002-20320 Affac Premium Liabli | Check | | 83.08 |
| | | | | 010-20320 Affac Premium Liabli | Check | | 18.63 |
| AFLAC | PY3222023 | 3/22/2023 | AFLAC Life (taxable | 002-20320 Affac Premium Liabli | Check | | 31.32 |
| AFLAC | PY3222023 | 3/22/2023 | AFLAC Accident (pr | 002-20320 Affac Premium Liabli | Check | | 61.44 |
| | | | | 034-20320 Affac Premium Liabli | Check | | 16.20 |
| AFLAC | PY3222023 | 3/22/2023 | AFLAC Spec Event | 002-20320 Affac Premium Liabli | Check | | 32.82 |
| AFLAC | PY3222023 | 3/22/2023 | AFLAC Hospitalizati | 002-20320 Affac Premium Liabli | Check | | 8.40 |

Rains County Invoice Register

Batch # 31370
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| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|--------------|----------------|--------------|--------------|--------------------|----------------|--------------|--------|
| ATMOS ENERGY | 3021239006 | 3/8/2023 | Arr Bldg-Gas | 002-1003-50382 Gas | Check | | 11.63 |
| | | | | 002-1006-50382 Gas | Check | | 11.62 |
| | | | | 002-1007-50382 Gas | Check | | 17.44 |
| | | | | 002-1030-50382 Gas | Check | | 17.44 |
| | | | | 002-1060-50382 Gas | Check | | 17.44 |
| | | | | 002-1065-50382 Gas | Check | | 17.44 |
| | | | | 002-1080-50382 Gas | Check | | 11.63 |
| | | | | 002-1085-50382 Gas | Check | | 20.33 |
| | | | | 002-1114-50382 Gas | Check | | 20.32 |
| | | | | 002-1115-50382 Gas | Check | | 20.68 |
| ATMOS ENERGY | 3044128717 | 3/8/2023 | DMV-Gas | 002-1121-50382 Gas | Check | | 20.33 |
| | | | | 002-1122-50382 Gas | Check | | 20.33 |
| | | | | 002-1123-50382 Gas | Check | | 20.33 |
| | | | | 002-1124-50382 Gas | Check | | 20.33 |
| | | | | 002-1006-50382 Gas | Check | | 87.49 |
| | | | | 002-1006-50382 Gas | Check | | 40.00 |
| | | | | 002-1055-50382 Gas | Check | | 53.34 |
| | | | | 002-1060-50382 Gas | Check | | 13.33 |
| | | | | 002-1110-50382 Gas | Check | | 706.30 |
| | | | | 034-1125-50382 Gas | Check | | 102.49 |
| ATMOS ENERGY | 3044145298 | 3/8/2023 | SHRF-Gas | | | | |
| ATMOS ENERGY | 4037099191 | 3/8/2023 | Library-Gas | | | | |

Rains County
Invoice Register

Batch # 31370
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| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|--------|----------------|--------------|-------------|--------------------------------|----------------|--------------|--------|
| | | | | 002-1006-50480 Building Repai | Check | | 59.98 |
| | | | | 002-1007-50350 Office Supplies | Check | | 78.62 |
| | | | | 002-1030-50444 Satellite Servi | Check | | 19.00 |
| | | | | 002-1030-50525 Law Library | Check | | 242.00 |
| | | | | 002-1030-50685 Computer Soft | Check | | 16.00 |
| | | | | 002-1030-50685 Computer Soft | Check | | 14.99 |
| | | | | 002-1055-50287 Vehicle Rep & | Check | | 114.00 |
| | | | | 002-1055-50287 Vehicle Rep & | Check | | 17.00 |
| | | | | 002-1060-50350 Office Supplies | Check | | 24.18 |
| | | | | 002-1060-50350 Office Supplies | Check | | 21.99 |
| | | | | 002-1065-50685 Computer Soft | Check | | 14.99 |
| | | | | 002-1065-50685 Computer Soft | Check | | 14.99 |
| | | | | 002-1065-50685 Computer Soft | Check | | 19.99 |
| | | | | 002-1070-50355 Postage & Box | Check | | 17.99 |
| | | | | 002-1070-50355 Postage & Box | Check | | 25.00 |
| | | | | 002-1070-50370 Seminar Expe | Check | | 849.85 |
| | | | | 002-1070-50370 Seminar Expe | Check | | 174.00 |
| | | | | 002-1080-50350 Office Supplies | Check | | 5.39 |
| | | | | 002-1080-50444 Satellite Servi | Check | | 18.99 |
| | | | | 002-1080-50685 Computer Soft | Check | | 19.99 |

Rains County Invoice Register

Batch # 31370
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| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|--------|----------------|--------------|-------------|--------------------------------|----------------|--------------|----------|
| | | | | 002-1110-50350 Office Supplies | Check | | 30.79 |
| | | | | 002-1110-50355 Postage & Box | Check | | 100.00 |
| | | | | 002-1110-50355 Postage & Box | Check | | 17.99 |
| | | | | 002-1110-50434 Lab - Forensic | Check | | 9.85 |
| | | | | 002-1110-50436 Prisoner Food | Check | | 1,279.67 |
| | | | | 002-1110-50436 Prisoner Food | Check | | 1,448.25 |
| | | | | 002-1110-50436 Prisoner Food | Check | | 1,531.39 |
| | | | | 002-1110-50436 Prisoner Food | Check | | 1,729.92 |
| | | | | 002-1110-50437 PRISONER HE | Check | | 25.98 |
| | | | | 002-1110-50443 Mobile Networ | Check | | 100.00 |
| | | | | 002-1110-50455 Uniforms | Check | | 698.86 |
| | | | | 002-1110-50475 Tools & Small | Check | | 479.97 |
| | | | | 002-1110-50475 Tools & Small | Check | | 189.99 |
| | | | | 002-1110-50475 Tools & Small | Check | | 683.50 |
| | | | | 002-1114-50685 Computer Soft | Check | | 14.99 |
| | | | | 002-1115-50444 Satellite Servi | Check | | 29.99 |
| | | | | 002-1115-50561 Employ Physic | Check | | 2.30 |
| | | | | 002-1115-50685 Computer Soft | Check | | 21.34 |
| | | | | 002-1175-50385 Telephone | Check | | 11.95 |
| | | | | 002-1175-50385 Telephone | Check | | 11.95 |

Rains County Invoice Register

Batch # 31370
Batch Description Payables 03-23-2023
Bank Account Name Consolidated Cash

| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|---------------|----------------|--------------|-----------------|----------------------|----------------|--------------|--------|
| CITY OF EMORY | Acct. 781 | 3/16/2023 | Adv Ctr-Water | 002-1006-50383 Water | Check | | 81.18 |
| CITY OF EMORY | Acct. 761 | 3/16/2023 | AgriLife-Water | 002-1010-50383 Water | Check | | 85.59 |
| CITY OF EMORY | Acct. 836 | 3/16/2023 | Annex-Water | 002-1002-50383 Water | Check | | 36.06 |
| | | | | 002-1003-50383 Water | Check | | 36.06 |
| | | | | 002-1006-50383 Water | Check | | 36.05 |
| | | | | 002-1007-50383 Water | Check | | 54.08 |
| | | | | 002-1030-50383 Water | Check | | 54.08 |
| | | | | 002-1060-50383 Water | Check | | 54.08 |
| | | | | 002-1065-50383 Water | Check | | 54.08 |
| | | | | 002-1080-50383 Water | Check | | 36.06 |
| CITY OF EMORY | Acct. 764 | 3/16/2023 | Arr Bldg-Water | 002-1085-50383 Water | Check | | 5.75 |
| | | | | 002-1114-50383 Water | Check | | 5.75 |
| | | | | 002-1115-50383 Water | Check | | 5.85 |
| | | | | 002-1121-50383 Water | Check | | 5.75 |
| | | | | 002-1122-50383 Water | Check | | 5.75 |
| | | | | 002-1123-50383 Water | Check | | 5.75 |
| | | | | 002-1124-50383 Water | Check | | 5.75 |
| CITY OF EMORY | Acct. 108 | 3/16/2023 | Constable-Water | 002-1006-50383 Water | Check | | 13.81 |
| | | | | 002-1055-50383 Water | Check | | 18.42 |
| | | | | 002-1060-50383 Water | Check | | 4.60 |

Rains County Invoice Register

Batch # 31370
Batch Description Payables 03-23-2023
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| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|---------------|----------------|--------------|-------------------------------------|-------------------------------------|----------------|--------------|--------|
| DEARBORN LIFE | PY382023 | 3/8/2023 | Supp Life/AD&D-E | 002-20225 HR Insurance Payabl Check | | | 284.79 |
| | | | 010-20225 HR Insurance Payabl Check | | | | 58.16 |
| | | | 034-20225 HR Insurance Payabl Check | | | | 11.98 |
| DEARBORN LIFE | PY382023 | 3/8/2023 | Short Term Disabili | 002-20225 HR Insurance Payabl Check | | | 104.76 |
| | | | 010-20225 HR Insurance Payabl Check | | | | 27.77 |
| DEARBORN LIFE | PY382023 | 3/8/2023 | Supp Life/AD&D-Ch | 002-20225 HR Insurance Payabl Check | | | 7.62 |
| | | | 034-20225 HR Insurance Payabl Check | | | | 1.27 |
| DEARBORN LIFE | PY382023 | 3/8/2023 | Supp Life/AD&D-Sp | 002-20225 HR Insurance Payabl Check | | | 17.62 |
| | | | 010-20225 HR Insurance Payabl Check | | | | 7.66 |
| DEARBORN LIFE | PY382023 | 3/8/2023 | Long Term Disabili | 010-20225 HR Insurance Payabl Check | | | 33.07 |
| DEARBORN LIFE | PY3222023 | 3/22/2023 | DN Life & AD&D (E | 010-20225 HR Insurance Payabl Check | | | (6.63) |
| DEARBORN LIFE | PY3222023 | 3/22/2023 | Supp Life/AD&D-E | 002-20225 HR Insurance Payabl Check | | | 284.79 |
| | | | 010-20225 HR Insurance Payabl Check | | | | 44.78 |
| | | | 034-20225 HR Insurance Payabl Check | | | | 11.98 |
| DEARBORN LIFE | PY3222023 | 3/22/2023 | Short Term Disabili | 002-20225 HR Insurance Payabl Check | | | 104.76 |
| | | | 010-20225 HR Insurance Payabl Check | | | | 17.45 |
| DEARBORN LIFE | PY3222023 | 3/22/2023 | Supp Life/AD&D-Ch | 002-20225 HR Insurance Payabl Check | | | 7.62 |
| | | | 034-20225 HR Insurance Payabl Check | | | | 1.27 |
| DEARBORN LIFE | PY3222023 | 3/22/2023 | Supp Life/AD&D-Sp | 002-20225 HR Insurance Payabl Check | | | 17.62 |

Rains County Invoice Register

Batch # 31370
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| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|------------------|-----------------|--------------|---------------------|--------------------------------|----------------|--------------|-----------------------------------|
| EMORY AUTOMOTI | 26312 | 3/9/2023 | SHRF-Align/Battery | 002-1110-50287 Vehicle Rep & | Check | | EMORY AUTO SUPPLY Total: 1,069.48 |
| FRONTIER | 903473429812011 | 3/1/2023 | IT-Fax Lines | 002-1175-50385 Telephone | Check | | 287.95 |
| FUELMAN | BG1672518 | 3/13/2023 | RB-Fuel | 010-1150-50440 Fuel & Oil | Check | | 265.38 |
| FUELMAN | BG1740258 | 3/13/2023 | SHRF-Fuel | 002-1110-50440 Fuel & Oil | Check | | 647.95 |
| FUELMAN | BG2083016 | 3/13/2023 | VA-Fuel | 002-1114-50440 Fuel & Oil | Check | | 1,566.48 |
| FUELMAN | BG2083014 | 3/13/2023 | Env Enf-Fuel | 002-1115-50440 Fuel & Oil | Check | | 7.59 |
| FUELMAN | BG1672518 | 3/20/2023 | RB-Fuel | 010-1150-50440 Fuel & Oil | Check | | 117.40 |
| FUELMAN | BG1740258 | 3/20/2023 | SHRF-Fuel | 002-1110-50440 Fuel & Oil | Check | | 696.93 |
| FUELMAN | BG2083012 | 3/20/2023 | Constable-Fuel | 002-1055-50440 Fuel & Oil | Check | | 1,563.78 |
| FUELMAN | BG2083016 | 3/20/2023 | VA-Fuel | 002-1114-50440 Fuel & Oil | Check | | 141.54 |
| FUELMAN | BG2083014 | 3/20/2023 | Env Enf-Fuel | 002-1115-50440 Fuel & Oil | Check | | 15.95 |
| FUELMAN | BG2083014 | 3/20/2023 | Env Enf-Fuel | 002-1115-50440 Fuel & Oil | Check | | 62.78 |
| FUELMAN Total: | | | | | | | 4,820.40 |
| GHS LIMITED | GHS-005910 | 2/28/2023 | JP-Collections | 002-20470 PRIVATE COLLECTIO | Check | | 1,400.26 |
| HARLEY MOORE | 404924 | 3/13/2023 | RB-Inspection | 010-1150-50287 Vehicle Rep & | Check | | 40.00 |
| HART INTERCIVIC, | 091773 | 2/24/2023 | Elect-Mil App,Envel | 002-1007-50306 Election Suppli | Check | | 125.07 |
| HEMPHILL | 2020-2022 | 12/1/2022 | SHRF-Tower Rent | 002-1004-59000 PRIOR YEAR E | Check | | 15,164.50 |
| HEMPHILL | R1536-1 | 1/1/2023 | SHRF-Tower Rent | 002-1110-50305 Rent Expense | Check | | 2,048.68 |
| HEMPHILL | R1536-2 | 2/1/2023 | SHRF-Tower Rent | 002-1110-50305 Rent Expense | Check | | 689.59 |
| HEMPHILL | R1536-2 | 2/1/2023 | SHRF-Tower Rent | 002-1110-50305 Rent Expense | Check | | 689.59 |

Rains County Invoice Register

Batch # 31370
Batch Description Payables 03-23-2023
Bank Account Name Consolidated Cash

| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|-----------------------------------|-----------------|--------------|---------------------|--------------------------------|------------------|--------------|--------|
| J & R DISCOUNT A | 01NV003770 | 3/10/2023 | RB-Hyd. Filter | 010-1150-50286 Equipment Mai | Check | | 16.90 |
| J & R DISCOUNT A | 01NV003812 | 3/10/2023 | RB-Oil | 010-1150-50440 Fuel & Oil | Check | | 80.85 |
| J & R DISCOUNT A | 01NV003888 | 3/13/2023 | RB-Filters | 010-1150-50286 Equipment Mai | Check | | 75.07 |
| J & R DISCOUNT A | 01NV003978 | 3/14/2023 | RB-Air Filters | 010-1150-50286 Equipment Mai | Check | | 119.26 |
| J & R DISCOUNT A | 01NV004023 | 3/15/2023 | RB-Antifreeze | 010-1150-50287 Vehicle Rep & | Check | | 111.06 |
| J & R DISCOUNT A | 01NV004052 | 3/16/2023 | RB-Battery | 010-1150-50286 Equipment Mai | Check | | 88.57 |
| J & R DISCOUNT A | 01NV004079 | 3/16/2023 | RB-Hyd Fluid | 010-1150-50440 Fuel & Oil | Check | | 73.11 |
| J & R DISCOUNT A | 01NV004105 | 3/17/2023 | RB-Antifreeze | 010-1150-50287 Vehicle Rep & | Check | | 55.53 |
| J & R DISCOUNT AUTO SUPPLY Total: | | | | | | | 921.04 |
| JUDITH SNYDER, C Rains County | | 3/3/2023 | 354th Dist-Court R | 002-1003-50501 Trial Expense | Check | | 350.00 |
| LAKE FORK | RCS_3072023 | 3/7/2023 | SHRF-Ammo | 007-1110-50537 Training Sherif | Check | | 124.67 |
| LAW OFFICE OF | McLain Jr. Caus | 3/2/2023 | 8th Dist-Trial Exp. | 002-1002-50501 Trial Expense | Check | | 350.00 |
| LORD ABBETT - | PY382023 | 3/8/2023 | Lord Abbett-After T | 002-20226 Deferred Comp Liab | Bank Draft / EFT | | 65.00 |
| LORD ABBETT - | PY382023 | 3/8/2023 | Lord Abbett Def Co | 002-20226 Deferred Comp Liab | Bank Draft / EFT | | 50.00 |
| LORD ABBETT - | PY382023 | 3/8/2023 | Lord Abbett Pre-Tax | 002-20226 Deferred Comp Liab | Bank Draft / EFT | | 67.04 |
| LORD ABBETT - | PY3222023 | 3/22/2023 | Lord Abbett-After T | 002-20226 Deferred Comp Liab | Bank Draft / EFT | | 65.00 |
| LORD ABBETT - | PY3222023 | 3/22/2023 | Lord Abbett Def Co | 002-20226 Deferred Comp Liab | Bank Draft / EFT | | 50.00 |
| LORD ABBETT - | PY3222023 | 3/22/2023 | Lord Abbett Pre-Tax | 002-20226 Deferred Comp Liab | Bank Draft / EFT | | 66.65 |
| LORD ABBETT - 457 PLAN Total: | | | | | | | 363.69 |
| MARTIN BRADDY | Morgan - Cause | 3/14/2023 | 8th Dist-Trial Exp. | 002-1002-50501 Trial Expense | Check | | 300.00 |

Rains County Invoice Register

Batch # 31370
Batch Description Payables 03-23-2023
Bank Account Name Consolidated Cash

| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|--------------|-----------------|--------------|----------------------|-------------------------------|----------------|--------------|----------|
| SAMUEL MAYER | OSSF Inspection | 3/20/2023 | Env Enf-Septic App | 002-1115-50590 Contract Labor | Check | | 460.00 |
| SHELL ENERGY | 1879708 | 3/15/2023 | Mult Dept-Electricit | 002-1002-50381 Electricity | Check | | 80.21 |
| | | | | 002-1003-50381 Electricity | Check | | 80.21 |
| | | | | 002-1006-50381 Electricity | Check | | 27.25 |
| | | | | 002-1006-50381 Electricity | Check | | 70.26 |
| | | | | 002-1006-50381 Electricity | Check | | 313.81 |
| | | | | 002-1006-50381 Electricity | Check | | 80.22 |
| | | | | 002-1007-50381 Electricity | Check | | 120.32 |
| | | | | 002-1030-50381 Electricity | Check | | 120.32 |
| | | | | 002-1055-50381 Electricity | Check | | 36.35 |
| | | | | 002-1060-50381 Electricity | Check | | 9.09 |
| | | | | 002-1060-50381 Electricity | Check | | 120.32 |
| | | | | 002-1065-50381 Electricity | Check | | 120.32 |
| | | | | 002-1080-50381 Electricity | Check | | 80.22 |
| | | | | 002-1085-50381 Electricity | Check | | 24.15 |
| | | | | 002-1110-50381 Electricity | Check | | 691.76 |
| | | | | 002-1110-50381 Electricity | Check | | 1,096.16 |
| | | | | 002-1114-50381 Electricity | Check | | 30.68 |
| | | | | 002-1115-50381 Electricity | Check | | 24.14 |
| | | | | 002-1115-50381 Electricity | Check | | 24.57 |

Rains County Invoice Register

Batch # 31370
Batch Description Payables 03-23-2023
Bank Account Name Consolidated Cash

| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|-----------------|----------------|--------------|----------------------|-------------------------------|----------------|--------------|-----------|
| TEXAS | 37239 | 10/1/2022 | Judge-Liability Insu | 002-1070-50315 Insurance | Check | | 52,322.00 |
| TEXAS | 37783-WC2 | 11/1/2022 | Mult Dept-Workers' | 002-1006-50613 Workers Comp | Check | | 137.75 |
| | | | | 002-1007-50613 Workers Comp | Check | | 47.50 |
| | | | | 002-1010-50613 Workers Comp | Check | | 37.75 |
| | | | | 002-1030-50613 Workers Comp | Check | | 21.50 |
| | | | | 002-1055-50613 Workers Comp | Check | | 441.96 |
| | | | | 002-1060-50613 Workers Comp | Check | | 80.00 |
| | | | | 002-1065-50613 Workers Comp | Check | | 63.25 |
| | | | | 002-1070-50613 Workers Comp | Check | | 81.25 |
| | | | | 002-1080-50613 Workers Comp | Check | | 47.00 |
| | | | | 002-1085-50613 Workers Comp | Check | | 37.50 |
| | | | | 002-1090-50613 Workers Comp | Check | | 54.50 |
| | | | | 002-1100-50613 Workers Comp | Check | | 120.75 |
| | | | | 002-1110-50613 Workers Comp | Check | | 7,112.17 |
| | | | | 002-1114-50613 Workers Comp | Check | | 14.50 |
| | | | | 002-1115-50613 Workers Comp | Check | | 52.75 |
| | | | | 002-1121-50613 Workers Comp | Check | | 6.00 |
| | | | | 002-1122-50613 Workers Comp | Check | | 6.00 |
| TAC HEBP Total: | | | | | | | 60,578.03 |
| | | | | 010-20225 HR Insurance Payabl | Check | | 257.24 |

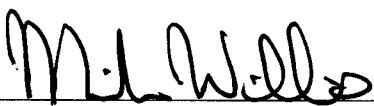
| | |
|-------------------|---------------------|
| Batch # | 31370 |
| Batch Description | Payables 03-23-2023 |
| Bank Account Name | Consolidated Cash |

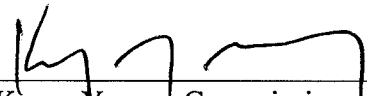
| Vendor | Invoice Number | Invoice Date | Description | Account | Payment Method | Check Number | Amount |
|----------------------------|----------------|--------------|---------------------|-------------------------------|----------------|--------------|-------------------|
| VISION SERVICE | PY382023 | 3/8/2023 | Vision Insurance-C | 002-20225 HR Insurance Payabl | Check | | 4.92 |
| VISION SERVICE | PY382023 | 3/8/2023 | Vision Insurance-S | 002-20225 HR Insurance Payabl | Check | | 9.36 |
| VISION SERVICE | PY3222023 | 3/22/2023 | Vision Insur (Emplo | 010-20225 HR Insurance Payabl | Check | (5.62) | 21.20 |
| VISION SERVICE | PY3222023 | 3/22/2023 | Vision Insurance-Fa | 002-20225 HR Insurance Payabl | Check | | 4.24 |
| VISION SERVICE | PY3222023 | 3/22/2023 | Vision Insurance-C | 002-20225 HR Insurance Payabl | Check | | 4.92 |
| VISION SERVICE | PY3222023 | 3/22/2023 | Vision Insurance-S | 002-20225 HR Insurance Payabl | Check | | 9.36 |
| | | | | 010-20225 HR Insurance Payabl | Check | | 1.56 |
| VISION SERVICE PLAN Total: | | | | | | | 515.87 |
| Total | | | | | | | 319,334.44 |

The Rains County Commissioners Court Approved and Signed the Payment of Accounts
this 23 day of March, 2023.

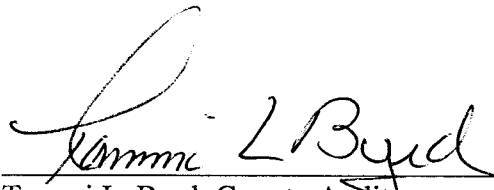

Linda Wallace, County Judge

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 |
|----------|------------|------------------|
| | | |
| | | |

New Hires

| Employee | Department | Hire Date | Pay Rate | Classification |
|------------------|------------|-----------|----------|----------------|
| Heather Houchins | Elections | 3/17/2023 | \$15.34 | Temp |
| Lynn Adams | Jail | 3/19/2023 | \$15.00 | Full Time |
| Tessala Tucker | Dispatch | 3/20/2023 | \$15.50 | Part Time |

Position/Pay Changes

Equipment Lease Agreement # LS-6050729

| | | |
|---|---|---------------------|
| EQUIPMENT | | |
| Equipment MFG Model & Description ECOSYS M6630cidn | Serial Number RBW2Z06016 | Accessories |
| <input type="checkbox"/> See attached schedule for additional Equipment / Accessories | | |
| Billing Address: 167 W QUITMAN, EMORY TX 75440 Equipment Location: | | |
| SUPPLIER | TRANSACTION TERMS | |
| Budget Business Systems LLC 108 Debby Ln Mineola, TX 75773 | Purchase Option: Fair Market Value Lease Payment: \$ <u>63.00</u> (plus applicable taxes) Term: <u>60</u> (months) Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ _____ (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice) | |

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately

Continued on Page 2

| | |
|--|--|
| LESSOR ("We", "Us") | LESSEE ("You") |
| Budget Business Systems LLC By: X _____ Name: _____ Title: _____ Date: _____ | RAINS, COUNTY OF (Lessee Full Legal Name) By: X <u>Linda Wallace</u> Name: <u>LINDA WALLACE</u> Title: <u>County Judge</u> Date: <u>3-23-23</u> Federal Tax ID: <u>1-75-6001118-5</u> |



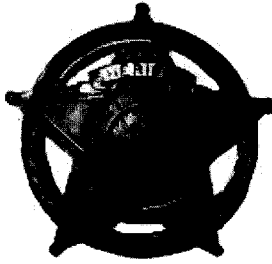
P. O. BOX 1013
MINEOLA, TX 75773
903/569-2210
FAX 903/569-2760

ADDITIONAL DOCUMENTATION REQUESTS

1. Tax Exempt Certificate
2. Purchase Order

7 PAYMENTS @ 63⁰⁰

THANK YOU!



Rains County Sheriff's Office

Sheriff Michael Hopkins

313 E. North St
PO Box 398
Emory, TX 75440
(903)473-3787
(903)473-3008 Fax



Sheriff's report

Offense Reports: 15

Total Calls for Service: 430

Average calls per day: 15.3

Animal Calls: 12

Arrest: 42

Cases filed with DA's Office is current and up to date.

Vehicle Patrol Miles:

| | |
|-----------|-----------------|
| 500 470 | 507 XXX |
| 501 701 | 508 979 |
| 502 805 | 509 1,048 |
| 503 556 | 510 in training |
| 504 995 | 511 1,413 |
| 505 XXX | 512 480 |
| 506 1,246 | 513 1,364 |

Jail Transport miles: 424

Total Miles: 10,057 Fuel Consumption: 910.4 Gallons

Remodel on Sheriff's Office is on a better pace for completion.

Had a meeting with Local communication company in regards radio concerns, he is working on infrastructure currently. Once completed we will have time to try it out before any financial requirement. We also will move away from the expensive radio rental tower. Portable radios difference is approximately \$1,245 savings per radio. The analog channels is older technology, however without the proper infrastructure for the digital foundation it will never operate as designed. We will not have to change anything in patrol cars and should not affect other agencies in our county. During the testing phase, we will confirm this information before any commitment is made. Also there will be a

redundant/back up to this system in place, if one fails we will still have communications until main system is back online. This will give us more time for future upgraded system. This will help with law enforcement safety and financial challenges.

I want to thank road and bridge for coming out and putting up R-panel up on Rec-yard, this will help with making our facility more secure.

Body camera system is part of this report, we really have no other option, being held to state law and the need for current technology/software. The current cameras we are using is not being manufactured any more nor is replacement parts. To repair our current cameras they are having to wait for old cameras from other agencies to come in and scavenging parts. This is a timely wait we don't know how long this system will hold up, using used parts from other cameras. If approved will not be losing video from deputies and will also have a way of getting video's to DA's office with a cloud link and will facilitate this process, more efficiently. To add I have had two meetings with Motorola/watch guard, working towards on finding a solution for this problem.

RAINS COUNTY-SHERIFF
Jail Listing

| BOOKING # | NAME | DOB | AGE | RACE | SEX | Book Date | SSN | CELL | WARR# | CHARGES | REL DATE | AGENCY | BOND | CTZ |
|-----------|----------------------------|------------|-----|------|-----|------------|-------------|------|-------------|---|----------|--------|------------|-----|
| 20-00275 | DILL, SHAWN ALLEN | 01/29/1977 | 43 | W | M | 12/02/2020 | 461-49-5973 | | 00000 | BENCH WARRANT / ACCIDENT INVOLVING SERIOUS BODILY INJURY F3 SEX ABUSE OF CHILD CONTINUOUS VICTIM UNDER 14 F1 | | RSO | | |
| 22-00100 | SPIKES, JOHNNY WILSON | 04/28/1983 | 38 | W | M | 04/01/2022 | 450-85-2274 | | F220042 | SEXUAL PERFORM CHILD EMPLOY INDUCE/AUTHORIZE F2 POSS OF CHILD PORNOGRAPHY F3 AGG SEXUAL ASSAULT CHILD F1 | | RSO | 500000.00 | US |
| | | | | | | | | | F220056 | SEXUAL ASSAULT CHILD F2 | | RSO | 1000000.00 | US |
| | | | | | | | | | F220057 | SEXUAL ASSAULT CHILD F2 | | RSO | 500000.00 | US |
| | | | | | | | | | 6381 | SEXUAL ASSAULT CHILD F2 | | RSO | 150000.00 | US |
| | | | | | | | | | 6382 | SEXUAL ASSAULT CHILD F2 | | RSO | 500000.00 | US |
| | | | | | | | | | 6383 | SEXUAL ASSAULT CHILD F2 | | RSO | 500000.00 | US |
| | | | | | | | | | 6384 | SEXUAL ASSAULT CHILD F2 | | RSO | 500000.00 | US |
| | | | | | | | | | 6385 | SEXUAL ASSAULT CHILD F2 | | RSO | 500000.00 | US |
| 22-00280 | HORTON, BILLY WAYNE JR | 05/12/2000 | 22 | W | M | 08/01/2022 | 627-72-6064 | | 5780 | PROBATION VIOLATION - INDECENCY W/CHILD CONTACT FAIL TO COMPLY SEX OFF DUTY TO REG LIFE/ANNUAL F3 | | RSO | 250000.00 | |
| 22-00293 | ROBINSON, MATTHEW JARED | 11/09/1986 | 35 | W | M | 08/13/2022 | 412-59-2936 | | F220080 | UNL POSS FIREARM BY FELON F3 | | RSO | 30000.00 | |
| | | | | | | | | | 11172 | THEFT OF FIREARM FS | | RSO | 50000.00 | |
| | | | | | | | | | 11172 | BAIL JUMPING AND FAIL TO APPEAR FELONY F3 | | RSO | 30000.00 | |
| | | | | | | | | | 6271 | BAIL JUMPING AND FAIL TO APPEAR FELONY F3 | | RSO | 20000.00 | |
| | | | | | | | | | 6270 | APPEAR FELONY F3 | | RSO | 20000.00 | |
| 22-00344 | ROSS, JESSICA DANIELLE | 10/28/1977 | 44 | W | F | 09/30/2022 | 462-75-6995 | | 00000 | PAROLE VIOLATION F3 POSS CS PG 1 GT=1GLT4G F3 | | RSO | 25000.00 | US |
| | | | | | | | | | 11415526 | VIOL BOND/PROTECTIVE ORDER/FEDERAL BOND MA | | PPD | 25000.00 | US |
| 22-00397 | BARNES, WILLIAM ROBERT | 06/27/1958 | 64 | W | M | 11/05/2022 | 465-27-8353 | | DA2022-1086 | POSS CS PG 1 LT1G FS BOND FORFEITURE/POSS CS PG 1 >1G<4G | | RSO | 15000.00 | US |
| | | | | | | | | | 6363 | PAROLE VIOLATION F3 | | ENV | 50000.00 | US |
| 22-00402 | MAULDIN, JASON ALAN | 06/03/1983 | 39 | W | M | 11/08/2022 | 454-63-2052 | | 000000 | PROBATION VIOLATION - POSS CS PG 1 <1G | | RSO | 30000.00 | |
| | | | | | | | | | 6264R | PROH SUB CORR/CIV COM FACIL-ATTEMPT F3 | | EPD | 100000.00 | |
| 22-00433 | MCDANIEL, CHASTA | 11/27/1998 | 24 | W | F | 12/05/2022 | 634-67-7125 | | 32953CR | POSS CS PG 1 LT1G FS FAIL TO ID FUGITIVE FRM JUSTICE REFUSE TO GIVE MB | | EPD | 15000.00 | |
| | | | | | | | | | 00000 | | | EPD | 5000.00 | |
| | | | | | | | | | 00000 | | | EPD | 10000.00 | |

| | | | | | | | | | | | |
|----------|----------------------|------------|----|---|---|------------|-------------|---------|--|-----|---------------|
| 22-00440 | GRAY, MICKEY DEAN | 09/13/1968 | 54 | W | M | 12/09/2022 | 594-28-3203 | 00000 | TAMPER/FABRICATE PHYS EVID W/INTENT TO IMPAIR F3 | RSO | |
| | | | | | | | | 6086R | POSS CS PG 1 LT1G FS | RSO | |
| | | | | | | | | 6131 | PROBATION VIOLATION - POSS CS PG 1 <1G | RSO | |
| 22-00446 | HAYS, KASSIE | 07/04/1987 | 35 | W | F | 12/15/2022 | 456-95-3573 | 6174R | PROBATION VIOLATION - POSS CS PG 1 <1G | RSO | 5000.00 |
| 23-00007 | ROSEANNE | | | | | | | | PROBATION VIOLATION - POSS CS PG 1 <1G | RSO | 50000.00 |
| | DENT, BILLY JOE | 08/10/1971 | 51 | W | M | 01/04/2023 | 459-53-4350 | 5984 | PROBATION VIOLATION - POSS CS PG 1 <1G | RSO | 5000.00 |
| 23-00014 | SUMMITT, COLT LOGAN | 12/03/1998 | 24 | W | M | 01/07/2023 | 637-84-5508 | M221228 | EVADING ARREST DETENTION MA | RSO | 15000.00 |
| | | | | | | | | F221227 | ASSAULT PEACE OFFICER/JUDGE F2 | RSO | 50000.00 |
| 23-00023 | FILCEK, KENNETH | 12/11/1969 | 53 | W | M | 01/10/2023 | 316-84-6524 | M221229 | RESIST ARREST SEARCH OR TRANSPORT MA | RSO | 5000.00 |
| | | | | | | | | 00000 | BURGLARY OF HABITATION F2 | RSO | 15000.00 |
| 23-00028 | LOPEZ, STEVEN JULIAN | 11/08/1990 | 32 | H | M | 01/11/2023 | 641-18-6011 | 00000 | INJURY CHILD/ELDERLY/DISABLE W/INT BODILY INJ F3 | RSO | 15000.00 |
| | | | | | | | | 00000 | ASSAULT CAUSES BODILY INJURY FAMILY MEMBER MA | RSO | 3500.00 |
| 23-00047 | PHILLIPS, DONALD | 01/23/1971 | 52 | W | M | 01/30/2023 | 318-80-0396 | 6164 | INJURY CHILD/ELDERLY/DISABLE W/INT BODILY INJ F3 | RSO | 15000.00 |
| 23-00051 | EUGENE | | | | | | | | PROBATION VIOLATION - | RSO | |
| 23-00068 | HARVEL, MATTHEW LEE | 01/11/1981 | 42 | W | M | 02/03/2023 | 485-61-0198 | 6220R | PROBATION VIOLATION - | RSO | |
| | MONK, LARRY DON | 02/28/1977 | 45 | W | M | 02/15/2023 | 458-49-1536 | 6362 | POSS CS PG 1 LT1G FS | RSO | |
| 23-00071 | SCHULD, THOMAS | 05/26/1986 | 36 | W | M | 02/16/2023 | 087-74-4013 | 6332 | BOND FORFEITURE- POSS CS PG1 <1G | RSO | 175000.00 |
| 23-00072 | JACOB | | | | | | | | AGG ASSAULT DATE/FAMILY/HOUSE | RSO | 150000.00 US |
| | GARZA, AMY | 04/17/1975 | 47 | W | F | 02/16/2023 | 458-37-9685 | 00000 | W/WEAPON F1 | RSO | |
| 23-00076 | PARKER, JASON LEE | 01/09/1970 | 53 | W | M | 02/18/2023 | 556-17-6583 | 00000 | AGG ASSAULT AGAINST PUBLIC SERVANT F1 | RSO | 1000000.00 US |
| | | | | | | | | 00000 | DRIVING WHILE INTOXICATED 2ND MA | RSO | 7500.00 US |
| | | | | | | | | 00000 | ASSAULT FAM/HOUSE MEM IMPEDE BREATH/CIRCULAT F3 | RSO | 50000.00 US |
| | | | | | | | | 00000 | EVADING ARREST DET W/VEH F3 | RSO | 150000.00 US |
| | | | | | | | | 00000 | CRIMINAL MISCHIEF GT=\$1,500LT\$20K FS | RSO | 15000.00 US |

RAINS COUNTY-SHERIFF
Jail Listing

| BOOKING # | NAME | DOB | AGE | RACE | SEX | Book Date | SSN | CELL | WARR# | CHARGES | REL DATE | AGENCY | BOND | CTZ |
|-----------|-----------------------|------------|-----|------|-----|------------|-------------|------|-------------------|--|----------|--------|-----------|-----|
| 23-00078 | CANALES,ALBARO ALEXIS | 04/19/1979 | 43 | H | M | 02/20/2023 | 628-84-9667 | | 02272023-04488901 | PAROLE VIOLATION F3 | | RSO | 250000.00 | US |
| | | | | | | | | | F230082 | SEXUAL ASSAULT CHILD F2 | | RSO | | |
| 23-00081 | TAYLOR,EDIE LACOSTA | 11/09/1976 | 46 | W | F | 02/23/2023 | 643-14-7728 | | 076454124 | FAIL TO COMPLY W/IMMIGRATION DETAINER REQUEST MA | | RSO | | |
| | | | | | | | | | 00000 | UNAUTH USE OF VEHICLE FS | | ETPD | 15000.00 | US |
| 23-00083 | WILLIS MICHAEL LYNN | 09/22/1972 | 50 | W | M | 02/24/2023 | 458-95-1985 | | DCW10493 | POSS CS PG 1/1-8 GT-1GLT4G F3 | | RSO | 25000.00 | US |
| | | | | | | | | | 00000 | POSS CS PG 1 GT-4GLT200G F2 | | RSO | | |
| 23-00084 | PANTENBURG,TANIA RENE | 07/18/1982 | 40 | W | F | 02/24/2023 | 535-08-2497 | | 6116R | PROBATION VIOLATION - BURGLARY OF HABITATION F2 | | RSO | 150000.00 | US |
| 23-00086 | BARNES,JARUD ALAN | 02/26/1985 | 38 | W | M | 02/28/2023 | 633-10-7474 | | 22097 3 | FAIL TO MAINTAIN PROOF OF FINANCIAL RESPON M* | | RSO | | US |
| | | | | | | | | | F230087 | CREDIT CARD OR DEBIT CARD ABUSE FS | | RSO | 15000.00 | |
| | | | | | | | | | F230088 | CREDIT CARD OR DEBIT CARD ABUSE FS | | RSO | 15000.00 | |
| | | | | | | | | | F230089 | CREDIT CARD OR DEBIT CARD ABUSE FS | | RSO | 15000.00 | |
| | | | | | | | | | F230090 | FRAUD POSS/USE CREDIT OR DEBIT CARD -GT10LT50 F2 | | RSO | 25000.00 | |
| | | | | | | | | | F230086 | FRAUD USE/POSS IDENTIFYING INFO # ITEMS LT 5 FS | | RSO | 15000.00 | |
| | | | | | | | | | 06121239 | PAROLE VIOLATION F3 | | RSO | | |
| | | | | | | | | | 00000 | FAIL TO ID FUGITIVE INTENT GIVE FALSE INFO MA | | RSO | 7500.00 | |
| 23-00089 | MIZE,MILTON DALE | 08/12/1968 | 54 | W | M | 02/28/2023 | 467-35-4016 | | F230085 | FRAUD USE/POSS IDENTIFYING INFO # ITEMS LT 5 FS | | RSO | 15000.00 | |
| | | | | | | | | | F230084 | FRAUD POSS/USE CREDIT OR DEBIT CARD -GT10LT50 F2 | | RSO | 25000.00 | |

TOTAL BOOKINGS = 26
MALES = 20
FEMALES = 6
UNKNOWN = 0
TOTAL BOND AMOUNT = \$7,028,500.00

WatchGuard Body Camera Upgrade Info

Blake Galloway <blake.galloway@motorolasolutions.com>

Mon 3/20/2023 6:31 PM

To: Michael Hopkins <michael.hopkins@co.rains.tx.us>; Collin Wetzel

<collin.wetzel1@motorolasolutions.com>; Kevin Everett <kevin.everett@co.rains.tx.us>; George Arnold <georgearnold@callmc.com>

2 attachments (1 MB)

QUOTE-2052445-1RainsCSOCloudQuote (1).pdf; QUOTE-2052459-2RainsCSOOnPremiseStorageQuote.pdf;

Good Afternoon Sheriff,

Thank you again for your time Friday. Attached below is our quote to move your agency to the cloud with new hardware setting you up for success in the future (Brochures attached). You will see all that is due up front in year 1 is \$14,945.00.

I have also included a DEMS only server upgrade, however as we discussed it is much more financially beneficial to upgrade hardware and software together due to bundle pricing saving the county an immense amount of money.

Your original purchase was in mid 2019 for 12 In Car and 12 Body Worn systems with evidence management for a total of \$129,699.31.

As I stated in our meeting Friday, the Vista cameras you purchased 4 years ago have gone end of life, we are unable to order any new cameras and your software is unable to support new hardware. They along with your software need to be upgraded in order to ensure your deputies are covered every day as a loss of video at any time can be catastrophic both financially and professionally for any agency.

We have seen ARPA funding used for this:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

Under the Use of Funds Section it states you can use funds for:

- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic

Under the Interim Final Rule link for ARPA funding from the Treasury it gives this information:

Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services. Government services can include, but are not limited to, maintenance or pay-go funded building ^[123] of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

We have seen the "Provisioning of Police and Public safety" clause used to this extent.

I am happy to come back anytime and discuss this if needed. If there is anything else I can do to help, please let me know!

Blake

Blake Galloway

Regional Sales Manager

Mobile Video - Northeast Texas

Cell: 214.551.2709

Matthew 5:9 - Blessed are the peacemakers, for they shall be called the children of God

Customer Service can be reached at 1-800-605-6734

Customer Hub

Email: watchguard.customer.service.request@motorolasolutions.com

For more information on how and why we collect your personal information, please visit our [Privacy Policy](#).



QUOTE-2052459
Rains CSO On Premise Storage
Quote

Shipping Address:
RAINS COUNTY SHERIFF DEPT
313 E NORTH ST
EMORY, TX 75440
US

Quote Date:02/15/2023
Expiration Date:05/16/2023
Quote Created By:
Blake Galloway
Regional Sales Manager
Blake.Galloway@
motorolasolutions.com
214.551.2709

End Customer:
RAINS COUNTY SHERIFF DEPT
kevin everett
kevin.everett@co.rains.tx.us
903-473-5000

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------|--|--|-----|--------|------------|-----------------|
| | VideoManager EL: Video Evidence Management | | | | | |
| 1 | WGA00421-117 | SVR 16 HDD RAID 6 3U 11-25 SCAL GEN 4 | 1 | | \$8,295.00 | \$8,295.00 |
| 2 | WGS00160-2016 | SOFTWARE, SQL SERVER 2016, STD, W /5 CAL | 1 | | Included | Included |
| 3 | WGA00422-1250 | HD VIDEOMANAGER EL ON-PREM 12TB 6GB/S 7200 RPM 256MB ENT 4KN | 6 | | \$810.00 | \$4,860.00 |
| 4 | WGP02400-500 | LICENSE,VIDEOMANAGER EL ON-PREM SITE LICENSE KEY | 1 | | \$1,000.00 | \$1,000.00 |
| 5 | WGW00140 | EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,-217)) FULL SERVICE ON SITE, 5-YEAR | 1 | 5 YEAR | \$1,175.00 | \$1,175.00 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - © 36-1115800



QUOTE-2052459
Rains CSO On Premise Storage
Quote

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|--------|------------|-----------------|
| 6 | WGP02400-520 | VIDEOMANAGER EL, VISTA/ V300 ANNUAL DEVICE LICENSE & SUPPORT FEE | 15 | 3 YEAR | \$585.00 | \$8,775.00 |
| 7 | WGP02400-510 | VIDEOMANAGER EL, 4RE/ M500 ANNUAL DEVICE LICENSE & SUPPORT FEE | 12 | 3 YEAR | \$585.00 | \$7,020.00 |
| 8 | WGW00122-400 | ON-SITE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT | 1 | | \$5,000.00 | \$5,000.00 |

Grand Total **\$36,125.00(USD)**

Pricing Summary

| | Sale Price | |
|--|-------------|--------|
| Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee | \$24,655.00 | \$0.00 |
| Year 2 Subscription Fee | \$5,500.00 | \$0.00 |
| Year 3 Subscription Fee | \$5,500.00 | \$0.00 |
| Year 4 Subscription Fee | \$235.00 | \$0.00 |
| Year 5 Subscription Fee | \$235.00 | \$0.00 |
| Grand Total System Price | \$36,125.00 | \$0.00 |

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - ☎ 312-1115800



MOTOROLA SOLUTIONS

QUOTE-2052445
Rains CSO Cloud Quote

Shipping Address:

RAINS COUNTY SHERIFF DEPT
313 E NORTH ST
EMORY, TX 75440
US

Quote Date:02/15/2023

Expiration Date:05/16/2023

Quote Created By:

Blake Galloway
Regional Sales Manager
Blake.Galloway@
motorolasolutions.com
214.551.2709

End Customer:

RAINS COUNTY SHERIFF DEPT
kevin everett
kevin.everett@co.rains.tx.us
903-473-5000

Payment Terms:30 NET

Summary:

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| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price | Refresh Duration |
|--------------------|-----------------|---|-----|--------|------------|-----------------|------------------|
| Video as a Service | | | | | | | |
| 1 | AAS-BWC-5YR-001 | V300 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE | 15 | 5 YEAR | \$4,140.00 | \$62,100.00 | |
| 2 | PRS-0619A | VAAS REMOTE SYSSETUPL2,TRAIN,CON FIG,PM | 1 | | Included | Included | |
| 3 | WGA00421-501 | UPLOAD APPLIANCE, SVR 1U, 60 CONCRNT DEV | 1 | | Included | Included | |
| 4 | WGW00140-100 | EXTENDED WARRANTY, UPLOAD SERVER EL.COM (WGA00421-501), FULL SERVICE ON SITE, 5-YEAR (MONTHS 37-60) | 1 | 5 YEAR | Included | Included | |



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Motorola Solutions, Inc.: 500 West Monroe, United States - 80661 - #: 36-1115800

**MOTOROLA SOLUTIONS**QUOTE-2052445
Rains CSO Cloud Quote

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price | Refresh Duration |
|--------|---|--|-----|--------|------------|-----------------|------------------|
| 5 | AAS-UPL-SVR-001 | UPLOAD APPLIANCE - 5 YEARS VIDEO-AS-A-SERVICE (\$100 PER MON) | 1 | 5 YEAR | \$6,000.00 | \$6,000.00 | |
| 6 | AAS-BWC-XFS-DOC | TRANSFER STATION (8 BAY) - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON) | 1 | 5 YEAR | \$1,800.00 | \$1,800.00 | |
| 7 | PSV00S01454A | LMS ONBOARDING | 1 | | \$0.00 | \$0.00 | |
| 8 | SSV00S01450B | LEARNER LXP SUBSCRIPTION | 15 | 5 YEAR | Included | Included | |
| 9 | SSV00S03094A | COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS | 15 | 5 YEAR | Included | Included | |
| 10 | SSV00S03095A | COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS | 15 | 5 YEAR | Included | Included | |
| 11 | WGB-0101A | V300 BODY WORN CAMERA, MAG CHEST MOUNT | 15 | | Included | Included | 3 YEAR |
| 12 | WGW00300-003 | V300 NO FAULT WARRANTY | 15 | 5 YEAR | Included | Included | |
| 13 | WGB-0138AAS | VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON) | 2 | | Included | Included | |
| 14 | WGA00635-KIT | V300, WIFI DOCK, D330 VHCL CHGR/UPLD KIT | 12 | | \$295.00 | \$3,540.00 | |
| 15 | WGP02614 | V300, BATT, 3.8V, 4180MAH | 15 | | \$99.00 | \$1,485.00 | |
| | VideoManager EL: Video Evidence Management | | | | | | |
| 16 | WGC01001 | VIDEOMANAGER EL CLOUD, SOFTWARE AND HOSTING, UNLIMITED ASSIGNED, ANNUALLY PER DEVICE | 12 | 5 YEAR | \$2,475.00 | \$29,700.00 | |



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2052445
Rains CSO Cloud Quote

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price | Refresh Duration |
|--------|-------------|---|-----|------|--------------|-----------------|------------------|
| 17 | Incentive | Vista Hardware Trade in Incentive Expiration Date: 05/31/2023 | 1 | | -\$10,000.00 | -\$10,000.00 | |

Grand Total

\$94,625.00(USD)

Pricing Summary

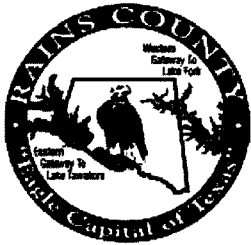
| | Sale Price | |
|--|-------------|--------|
| Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee | \$14,945.00 | \$0.00 |
| Year 2 Subscription Fee | \$19,920.00 | \$0.00 |
| Year 3 Subscription Fee | \$19,920.00 | \$0.00 |
| Year 4 Subscription Fee | \$19,920.00 | \$0.00 |
| Year 5 Subscription Fee | \$19,920.00 | \$0.00 |
| Grand Total System Price | \$94,625.00 | \$0.00 |

Notes:

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- Unless otherwise noted in this quote / order, installation of equipment is not included.



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Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - P: 36-1115800



Proclamation

#3-2023



STATE OF TEXAS
COUNTY OF RAINS

LIMB LOSS AWARENESS MONTH

WHEREAS: There are approximately 2.1 million Americans living with limb loss or difference. Over 500 Americans lose a limb every day; and

WHEREAS: Approximately 1,000 children are born each year in the United States with congenital limb difference, and 600 children lose a limb to a lawn mower accident every summer; and

WHEREAS: Diabetes, peripheral vascular disease, and trauma are cited as the leading causes of amputation with approximately 99 percent of causes being attributes to them. Studies have shown that behaviors such as diabetes management, properly treating wounds, and observing safety practices can be effective in preventing amputations; and

WHEREAS: The number of Americans living with limb loss or difference will rise over 3.6 million by 2050 unless a major awareness campaign is launched and key prevention initiatives are out in place; and

WHEREAS: Access to appropriate prosthetics care for people living with limb loss is vital to enabling individuals to reach their full potential, live independently, and live well: and

WHEREAS: Reborn 2 Disciple provides education, support and advocacy for the benefit of persons with limb loss or difference, their families, and health care providers throughout Rains and surrounding counties. April is an appropriate month designated as Limb Loss Awareness Month as spring is a time of renewal and inspiration; now

NOW THEREFORE, WE, The Rains County Commissioners do hereby proclaim the month of April 2023, to be LIMB LOSS AWARENESS MONTH in Rains County, Texas and urge all citizens to join the effort to raise awareness in the years to come.

NOW THEREFORE,

I LINDA WALLACE

RAINS COUNTY

JUDGE, do hereby proclaim April 2023 as LIMB LOSS AWARENESS MONTH in Rains County, Texas and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for effected.

Signed

Linda Wallace
County Judge

March 23, 2023
Date

Commissioner Precinct 1

Jeremy Cook

Mike Willis

Commissioner Precinct 2

Mike Willis

Korey Young

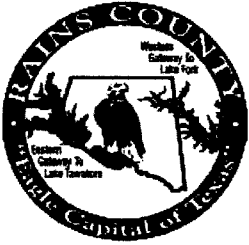
Commissioner Precinct 3

Korey Young

Lori Northcutt

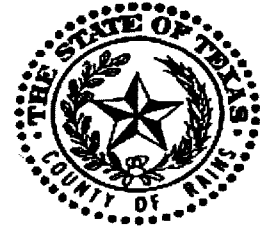
Commissioner Precinct 4

Lori Northcutt



Proclamation

#2-2023



STATE OF TEXAS
COUNTY OF RAINS

CHILD ABUSE PREVENTION MONTH PROCLAMATION

WHEREAS: Rains County prides itself on giving back to the community, contributing to the quality of life among our citizens; and

WHEREAS: Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

WHEREAS: Effective child abuse prevention programs succeed because of partnerships among a variety of entities including but not limited to, schools religious organizations, law enforcement agencies, child protective services, CASA(Court Appointed Special Advocates), children's advocacy centers, prosecution agencies, medical professionals, mental health professionals, and other community-base non- profit organizations; and

WHEREAS: Everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in safe, nurturing environments as well as supporting local professionals dedicated to meeting the needs of child abuse victims; and

WHEREAS: The County of Rains, Texas urges all citizens to work together to reduce child abuse and neglect and to significantly improve the response of our community when child abuse occurs in the months and year ahead; and

WHEREAS: This effort will give abused and neglected children in our community and around the country, a chance for a safe and positive future.

NOW, THEREFORE, WE, The Rains County Commissioners do hereby proclaim the month of April 2023, to be Child Abuse Prevention Month in Rains County, Texas and urge all citizens to join in a national effort to raise awareness and help reduce child abuse and neglect in years to come.

NOW, THEREFORE,

I LINDA WALLACE

, Rains County Judge, do hereby proclaim
April 2023 as NATIONAL CHILD ABUSE AWARENESS MONTH in
Rains County, Texas and urge all citizens to recognize this month by
dedicating ourselves to the task of improving the quality of life for all
children and families.

Signed

Linda Wallace
County Judge

March 23, 2023
Date

Commissioner Precinct 1

Jeremy Cook

Mike Willis

Commissioner Precinct 2

Mike Willis

Korey Young

Commissioner Precinct 3

Korey Young

Lori Northcutt

Commissioner Precinct 4

Lori Northcutt

RAINS COUNTY, TEXAS**APPLICATION FOR TAX ABATEMENT**

NOTE: PLEASE CLEARLY IDENTIFY ANY INFORMATION YOU DEEM TO BE CONFIDENTIAL OR PROPRIETARY. THE COUNTY WILL ATTEMPT TO PROTECT ANY INFORMATION MARKED CONFIDENTIAL OR PROPRIETARY AND WILL NOTIFY THE APPLICANT OF ANY REQUESTS FOR DISCLOSURE.

1. Applicant Company's Name: BT Barrett Solar, LLC
Company's Representative: Austin Willis
Title: Director of Solar and Storage Development
Mailing Address: 13612 Midway Road, Suite 200, Farmers Branch, TX 75244
Telephone Number: 702-469-6573
Email Address: awillis@belltownpower.com
2. Tenant's Representative:
Company:
Mailing Address:
Telephone Number:
Email Address:
3. Property Owner: Nathan D. and Linda K Barrett & Greg Anderson
Property Owner's Representative: Nathan Barrett & Greg Anderson
Company:
Mailing Address: PO Box 112, Lone Oak, TX 75453 & 2322 Evergreen St, Carrollton, TX 75006-16629
Telephone Number: 903-366-1095 & 214-697-3465
Email Address:
4. Property Address and/or location description: Rains County Tax Parcel Nos. 33372, 33375, 4792, 33373, 33374 & 31776, 31794, 31777, 31778, 31780, 31782
5. Property Legal Description (attach metes and bounds): Attached
6. Located within:
City of Emory
City of Point
City of East Tawakoni
Rains Independent School District
Rains County
7. Company description and overview (including headquarters location, year founded, products and services, and annual revenue and growth). Belltown Power Texas summary attached.
8. Applicant business is:
Public

Private

State of Incorporation: Texas

Is a recent annual audit available?

If yes, please submit a copy with application.

Applicant company's four digit NAICS Industry Code: (if known)

Description of project: Utility-scale Solar Farm; solar panels for the purpose of generating power.

Will any zoning changes be necessary to accommodate the project? No

If yes, please provide additional information.

Does the applicant company plan to utilize Rains County-based companies in the design, construction and on-going operations of the facility? Construction plans have not yet been established, however, using local resources for tasks when available would be preferred.

Date projected for occupancy of project/initiation of operations: Spring 2025

Will Applicant Company occupy:

Existing space:

Space currently planned or under construction:

Proposed new facility: Currently agricultural land

Acreage of proposed site: approximately 700 acres

Square footage of proposed occupied space:

Proposed type of occupancy:

Owner Occupied

~~Landlord/Tenant~~

If leasing, what is length of lease? 30 years with 2 5-year extension options

(Check all that apply)

Applicant business is:

Existing Rains County company

~~New company to Rains County~~

Expanding

Relocating from another city in Texas

Relocation from out-of-state or country

If company is currently located in Rains County, when does their current lease expire?

Type of tax abatement requested:

Real Property improvements

~~Business Personal Property improvements~~

Specify other economic assistance requested:

Employment Impact

Number of Full Time Equivalents (FTE)* employed by applicant company at occupancy and to be maintained throughout the term of the agreement (exclusive of contract employees):
None/TBD

*FTE means one or more job positions located at the Property which individually or when combined total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

Future FTE employment (if applicable):
Projected FTE employment (milestone) of by (indicate date)
Projected FTE employment (milestone) of by (indicate date)

Is this an existing business in Rains County? No
If yes, what is the FTE employment that will be retained in Rains County by this project?

Does the applicant company anticipate hiring contract employees? TBD
If yes, what is the number of FTE contract employees?
What is the median annual salary of the FTE contract employees?

If applicable, what is the number of FTE positions that will be relocated to Rains County from applicant company's other locations?
Provide location(s) the positions are being relocated from:

Indicate the applicant company's FTE employment in each category (at occupancy):
Executive
Professional
Managerial
Technical
General Staff
Production Workers

Total _____

What will be the median annual salary of company's FT (at occupancy)? TBD

Projected annual payroll at occupancy: TBD

Fiscal Impact

| | Initial Year | Year 10 (If applicable) | Year (If applicable) |
|---|-----------------------|----------------------------|-------------------------|
| 1. What is the estimated fair market value of the Real Property improvements (exclusive of land) that will be added to the tax base? | \$125,000,000 | \$25,000,000 | |
| 2. What is the estimated fair market value of the Business Personal Property improvements that will be added to the tax base exclusive of inventory and exclusive of property currently located in Rains County? | \$0 | \$0 | |
| TOTAL IMPROVEMENTS | \$ 125,000,000 | \$ 25,000,000 | \$ |

3. If applicable, what is the annual value of inventory eligible for Freeport Exemption?

N/A

4. If applicable, what is the annual value of sales that will be subject to sales tax collection by Rains County?

N/A

5. Will additional infrastructure investment be required from Rains County at the proposed site(s)? No

If yes, detail required improvements including cost estimates.

Community Impact

1. Please summarize the overall economic impact on Rains County (sales, real property and business personal property improvements, employment, business sector, etc.).

During the construction phase local employment and resources will be utilized to develop the Project. to the extent possible While this project is not a big long-term job creator, it will bring the current land out of Ag exemption and provide a sizable increase in local tax revenue.

2. Please describe the necessity in requesting property tax abatement. Describe the competitive, financial or other issues associated with this application.

This project is competing with many other developments across the state of Texas, both against competitors and also within our portfolio. The reality not all projects in development will be built and the ones that will, are the ones that are most financeable. Many projects across North Texas have entered into agreements with Counties for tax abatements and to be competitive with those projects we are also requesting an abatement for this project. Additionally, the Chapter 313 Agreement Program going away has increased the impact of any county level agreements.

EXHIBIT A TO MEMORANDUM OF LEASEThe Land

The Land is identified as the approximately 639.5 (as reported on the tax rolls) or 657 (as estimated by Landlord) acre site described below:

(Reference Rains County Tax Parcel Nos. 33372, 33375, 4792, 33373, 33374)

The Land includes all of the Property conveyed by that certain Warranty Deed With Vendor's Lien which was filed of record in Rains County, Texas on October 22, 1999 at Vol. 373, Pg. 602, as further set forth below:

TRACT I:

All that certain tract of land situated in Rains County, Texas, to-wit: Being that portion which lies South and West of U.S. Highway No. 69 of that 960 acres of land more particularly described as follows: Being the John H. Garrett 320 acre Survey A-104 and the John Shoffield Survey, A-221 and the John Shoffield Survey, A-222 Surveys (320 acres each);

BEGINNING on the South line of the Harvey Jacobs Survey, A-127, at the N.W. corner of the A.R. Taylor Survey, A-228, the N.E. corner of the said Garrett Survey;

THENCE West 1900.8 varas with said Jacobs South line to the Northeast corner of the John W. Scott Survey, A-220, the N.W. corner of the said John H. Garrett Survey, A-104;

THENCE South 2851.2 varas with the East line of the Scott Survey to the S.E. corner of the said Scott Survey, the S.W. corner of the John Shoffield Survey, A-222, on the North line of the F. L. Smith Survey, A-202;

THENCE East 1900.8 varas to N.E. corner of the John and Elizabeth Bradley Survey, A-11, the S.E. corner of the said John Shoffield Survey, A-222, on the West line of the said A.R. Taylor Survey, A-228;

THENCE North 2851.2 varas with the said A.R. Taylor West line and the East line of the said Garrett and Shoffield Surveys, to the Place of Beginning.

TRACT II:

All that certain tract, lot or parcel of land, situated in Rains County, Texas, and being a part of the F.L. Smith Survey, A-207, described as follows: The East 15 acres of a 20 acre tract of said Survey;

BEGINNING at a point where the Cullberson Highway crosses the west line of the Barnes place, which is 295 vrs. South and 808 vrs. West of the SW corner of the John Shoffield Survey, A-222;

THENCE North 790 feet to the south line of the John Shoffield Survey, A-222;

THENCE West 999.4 feet, along the SB line of said Shoffield Survey for the NW corner of this 15 acres;

THENCE South and parallel to the West line of the said Barnes tract; 520.4 feet to the NB line of the Culberson Highway for the SW corner of this 15 acres;

THENCE in an Easterly direction down the NB line of said Culberson highway 1035 feet to the beginning and the SE corner of this 15 acres of land, containing 15 acres of land, and being the same land conveyed to A. A. Humphrey by Aetna Life Insurance Co. by deed dated April 11, 1936, which is of record in Volume 75, Page 579, Deed Records of Rains County, Texas.

The above two tracts of land being the same lands conveyed to C. C. Callaway by W. R. Wilson by Warranty Deed dated January 16, 1957 and recorded in Volume 129, Page 384, Deed Records, Rains County, Texas.

TRACT III:

100 acres of the John W. Scott Survey, A-220.

BEGINNING at a point on the E.B. line of said Survey at the N.E. corner of a 205.4 acre tract of said Survey conveyed by J.W. Humphrey et ux, to A. A. Humphrey, by deed dated March 29, 1932, recorded in Volume 64, Page 159, Deed Records of Rains County, Texas;

THENCE South 786 vrs.;

THENCE West 720 vrs. to State Highway No. 42;

THENCE North with said highway, 786 vrs., the N.W. corner of said tract above mentioned;

THENCE East 720 vrs. the place of beginning, and being the North 100 acres out of said 205.4 acre tract, and being the same land described in Warranty Deed from Mary Young, a widow, to C.C. Callaway dated February 6, 1958 and recorded in Volume 132, Page 25, Deed Records, Rains County, Texas.

The above three tracts of land being the same lands conveyed to Rheba Charline Hill, et al, by Forrest R. Qualls, et al, in Special Warranty Deed dated March 8, 1995 and recorded in Volume 328, Page 517, Real Property Records, Rains County, Texas.

LESS AND EXCEPT that portion of certain tracts of land which have been conveyed to the State of Texas for highway right-of-way purposes.

Belltown Overview

Belltown Power USA is a strategic developer of utility scale solar & storage projects

Belltown Power USA

Company Overview

- Founded in 2013, Belltown Power is a fully integrated renewable energy power company with operations in the US and UK.
- Belltown USA specializes in the greenfield development of utility-scale solar and storage projects
- Focused primarily in the North and South zones of ERCOT, selected states within PJM including Pennsylvania, Kentucky, Ohio, Michigan, and Illinois, as well as other target areas within MISO, SPP and others
- Belltown is dedicated to rapidly making renewable energy the dominant energy source while providing a sustainable boost to rural economies.

Team of Experienced Industry Professionals:

- Belltown has a strong team of dedicated and experienced professionals, located across multiple offices, including Texas, Philadelphia, Oregon, and New York.
- The U.S. platform benefits from a proven management and development team with professionals that have extensive experience in the renewables sector both in the U.S. and internationally

Development Track Record

- Belltown Power has a strong track record of taking projects through every phase of the development lifecycle.
- Belltown has a proven ability to complete all phases of the development lifecycle, from the project site selection / permitting process through the contracting phase and ultimately, exiting the assets at attractive values
- Belltown has accomplished rapid growth since inception with 55 projects (for 8.6 GW) developed and subsequently sold through October 2022.
- Further pipeline of over 3 GW of solar and energy storage projects at various stages of development.

Professional Backgrounds

**BAIN
& COMPANY**

**Deutsche Bank**


**centrica**

**John Laing**
making infrastructure happen

**solarcentury**

**actis**

**sse**

**BCG**
BOSTON CONSULTING GROUP

**Orsted**

**RWE**

**DNV GL**

3

Belltown Leadership and Development Experience in Texas

Belltown is a best-in-class renewables developer with extensive experience in Texas

Belltown USA track record and pipeline

Belltown USA follows a thoughtful and disciplined approach to development, leveraging its excellent technical expertise and industry relationships to deliver quality projects from greenfield through to operations.

To date Belltown has developed and sold:

8.6 GW

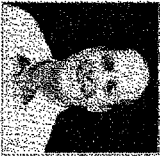
- 522 MW in Construction
- 530 MW in Operations

Belltown has an active pipeline of **2.2 GW** currently in development across ERCOT, PJM, MISO and other markets.

Belltown Power Texas

- Belltown Power Texas is a utility-scale solar developer founded in 2016, and core part of the Belltown USA group.
- Established through a partnership between Native Texans, Jeff Clay and Lloyd Pope, who partnered with Belltown Power to leverage Belltown's successful track record in renewable energy.
- Belltown Power Texas' strategy is focused on locations within the greatest load imbalance and concentrated on sites with low congestion and basis risk that mitigate the risks to their projects.
- Belltown Power Texas is headquartered in Farmers Branch, Texas.
- The dedicated team in Texas has developed a portfolio of 1.2 GW and a pipeline of over 750MW.

Key Leadership and Development Team Personnel



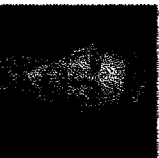
Lloyd Pope
President of Belltown Power Texas

- Lloyd co-founded Belltown Power Texas and led the development efforts of the ERCOT portfolio since inception; he oversees the entire development across all Texas projects
- Lloyd leads the interconnection workstream in ERCOT and has strong relationships with Oncor, Rayburn, AEP and other transmission utilities in ERCOT
- Lloyd also leads offtake origination across the ERCOT portfolio, with support of our partner AB Advisors



Hernan Farace
CEO of Belltown Power USA

- Hernan joined Belltown in 2017 to lead the expansion into the U.S. and recently became CEO of Belltown Power USA
- Hernan has over 14 years of experience in the renewable energy industry, spending 9 years at Deutsche Bank (London and NY), and 3 years as a member of the senior management team at Greenwood Energy
- Hernan has extensive experience in structuring, raising and deploying finance in the U.S., Europe and Latin America



Dan Allen
Director of Solar & Storage

- Austin joined Belltown in 2017 and quickly became a key member of the ERCOT development team
- Austin manages relationships with landowners for several of our projects, as well as deals with all matters related to securing the mineral rights ownership for our project sites and resolves title issues to make the projects bankable
- In addition to land matters, Austin also oversees the permitting, environmental and tax abatement workstreams for several projects



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CFO of Belltown Power USA

- Dan leads the M&A and project finance activities at Belltown
- Dan has worked in infrastructure and energy investment for over 15 years and was central in building Belltown's U.K. portfolio
- Since 2018, Dan has been in the U.S., focused in optimizing the development portfolio
- Prior to Belltown, Dan was at John Laing, originating and executing investments and finance globally.

RAINS COUNTY, TEXAS**APPLICATION FOR TAX ABATEMENT**

NOTE: PLEASE CLEARLY IDENTIFY ANY INFORMATION YOU DEEM TO BE CONFIDENTIAL OR PROPRIETARY. THE COUNTY WILL ATTEMPT TO PROTECT ANY INFORMATION MARKED CONFIDENTIAL OR PROPRIETARY AND WILL NOTIFY THE APPLICANT OF ANY REQUESTS FOR DISCLOSURE.

1. Applicant Company's Name: BT Willis Storage, LLC
Company's Representative: Austin Willis
Title: Director of Solar and Storage Development
Mailing Address: 13612 Midway Road, Suite 200, Farmers Branch, TX 75244
Telephone Number: 702-469-6573
Email Address: awillis@belltownpower.com
2. Tenant's Representative:
Company:
Mailing Address:
Telephone Number:
Email Address:
3. Property Owner: Mike Russell Willis and Dianne Willis
Property Owner's Representative: Mike Willis
Company:
Mailing Address: 499 Lake Fork Drive, Emory, Texas 75440
Telephone Number: 903-268-6039
Email Address: mike@willispollishedhereford.com
4. Property Address and/or location description: Rains County Property ID No. 5086
5. Property Legal Description (attach metes and bounds): Attached
6. Located within:
City of Emory
City of Point
City of East Tawakoni
Rains Independent School District
Rains County
7. Company description and overview (including headquarters location, year founded, products and services, and annual revenue and growth). Belltown Power Texas summary attached.
8. Applicant business is:
Public

Private

State of Incorporation: Texas

Is a recent annual audit available?

If yes, please submit a copy with application.

Applicant company's four digit NAICS Industry Code: (if known)

Description of project: Utility-scale Energy Storage; Stores and releases power to stabilize the Grid

Will any zoning changes be necessary to accommodate the project? No

If yes, please provide additional information.

Does the applicant company plan to utilize Rains County-based companies in the design, construction and on-going operations of the facility? Construction plans have not yet been established, however, using local resources for tasks when available would be preferred.

Date projected for occupancy of project/initiation of operations: Spring 2025

Will Applicant Company occupy:

Existing space:

Space currently planned or under construction:

Proposed new facility: Currently agricultural land

Acreage of proposed site: approximately 9.5 acres

Square footage of proposed occupied space:

Proposed type of occupancy:

Owner Occupied

Landlord/Tenant

If leasing, what is length of lease? 30 years with 2 5-year extension options

(Check all that apply)

Applicant business is:

Existing Rains County company

New company to Rains County

Expanding

Relocating from another city in Texas

Relocation from out-of-state or country

If company is currently located in Rains County, when does their current lease expire?

Type of tax abatement requested:

Real Property improvements

Business Personal Property improvements

Specify other economic assistance requested:

Employment Impact

Number of Full Time Equivalents (FTE)* employed by applicant company at occupancy and to be maintained throughout the term of the agreement (exclusive of contract employees):
None/TBD

*FTE means one or more job positions located at the Property which individually or when combined total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

Future FTE employment (if applicable):
Projected FTE employment (milestone) of by (indicate date)
Projected FTE employment (milestone) of by (indicate date)

Is this an existing business in Rains County? No
If yes, what is the FTE employment that will be retained in Rains County by this project?

Does the applicant company anticipate hiring contract employees? TBD
If yes, what is the number of FTE contract employees?
What is the median annual salary of the FTE contract employees?

If applicable, what is the number of FTE positions that will be relocated to Rains County from applicant company's other locations?
Provide location(s) the positions are being relocated from:

Indicate the applicant company's FTE employment in each category (at occupancy):
Executive
Professional
Managerial
Technical
General Staff
Production Workers

Total _____

What will be the median annual salary of company's FT (at occupancy)? TBD

Projected annual payroll at occupancy: TBD

Fiscal Impact

| | Initial Year | Year -10 (If applicable) | Year (If applicable) |
|---|--------------------------------------|-------------------------------------|-------------------------|
| 1. What is the estimated fair market value of the Real Property improvements (exclusive of land) that will be added to the tax base? | \$70,000,000 to \$130,000,000 | \$14,000,000 to \$26,000,000 | |
| 2. What is the estimated fair market value of the Business Personal Property improvements that will be added to the tax base exclusive of inventory and exclusive of property currently located in Rains County? | \$0 | \$0 | |
| TOTAL IMPROVEMENTS | \$70,000,000 to \$130,000,000 | \$14,000,000 to \$26,000,000 | |

3. If applicable, what is the annual value of inventory eligible for Freeport Exemption?

N/A

4. If applicable, what is the annual value of sales that will be subject to sales tax collection by Rains County?

N/A

5. Will additional infrastructure investment be required from Rains County at the proposed site(s)? No

If yes, detail required improvements including cost estimates.

Community Impact

1. Please summarize the overall economic impact on Rains County (sales, real property and business personal property improvements, employment, business sector, etc.).

During the construction phase local employment and resources will be utilized to develop the Project. to the extent possible While this project is not a big long-term job creator, it will bring the current land out of Ag exemption and provide a sizable increase in local tax revenue. The battery system once operational also provides local benefit to Rains County as it would be a large, grid stabilizing system.

2. Please describe the necessity in requesting property tax abatement. Describe the competitive, financial or other issues associated with this application.

This project is competing with many other developments across the state of Texas, both against competitors and also within our portfolio. The reality not all projects in development will be built and the ones that will, are the ones that are most financeable. Many projects across North Texas have entered into agreements with Counties for tax abatements and to be competitive with those projects we are also requesting an abatement for this project. Additionally, the Chapter 313 Agreement Program going away has increased the impact of any county level agreements.

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Development Track Record

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Professional Backgrounds

**BAIN
& COMPANY**

**Deutsche Bank**

**Centrica**

**John laing**
making infrastructure happen

**solarcentury**

**actis**

**DNV GL**

**Ørsted**

**sse**

**BCG**
BOSTON CONSULTING GROUP

**RWWE**

Belttown Leadership and Development Experience in Texas

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8.6 GW

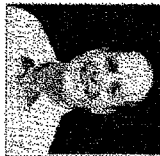
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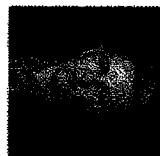
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President of Belttown
Power Texas

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CEO of Belttown
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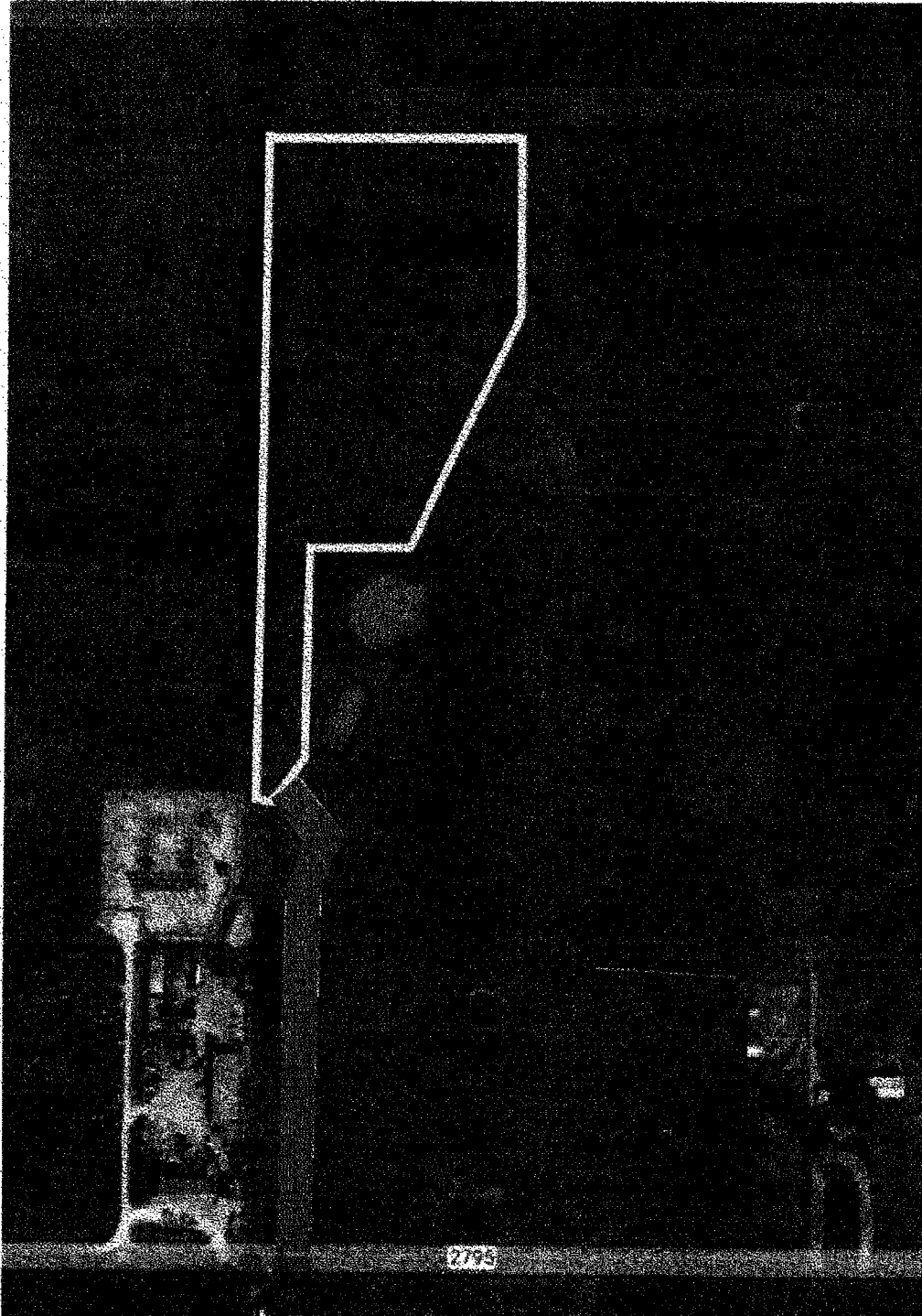
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CFO of Belttown
Power USA

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- Since 2018, Dan has been in the U.S., focused in optimizing the development portfolio
- Prior to Belttown, Dan was at John Laing, originating and executing investments and finance globally.

EXHIBIT A TO MEMORANDUM OF LEASE and EASEMENT

The Land

The Land is identified as the approximately 9.5 acre site bounded in yellow lines depicted in the map below, which is a part of Landlord's Property described in Exhibit A-1 below:



Note that the strip of land which is 40 feet in width and centered on the bright green line above, is identified as the "**Easement Area**" in Landlord's Property, which will be subject to easements for access from the roadway to the Land for vehicular access, water, power, communication, and other uses, as specified in the Lease and in the Memorandum of Lease and Easement.

Landlord agrees to execute a standalone easement agreement applicable to the Easement Area upon request by the Tenant, to incorporate the terms specified in the Lease.

EXHIBIT A-1 TO MEMORANDUM OF LEASE and EASEMENTLandlord's Property

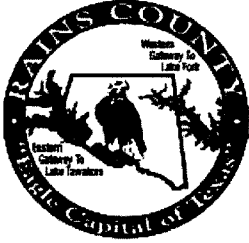
The Landlord's Property is an approximately 80.01 acre parcel of land (reference Rains County Appraisal District Tax Property ID No. 5086), identified by the metes and bounds of the property more fully described below (it being understood that "Landlord's Surrounding Property" is any area outside of the Land described above, which is inside of the Landlord's Property described below):

TRACT ONE: The Surface Estate only to all that certain tract or parcel of land in Rains County, Texas, and being a part of the John Vackery Survey;
BEGINNING in the exact center of said survey, at a point 950 varas South and 950 varas East of the original Northwest corner of said survey, same being the Southeast corner of Block 2 of a sub-division of the said survey heretofore made, and being the Southeast corner of the 80-acre tract heretofore sold to J.S. and S.C. Alexander;
THENCE North 653 varas to the Southwest corner of a 25 acre tract formerly belonging to P. Williams;
THENCE East 475 varas, the Southeast corner of said 25 acre tract;
Thence South 653 varas;
Thence West 475 varas to the place of beginning and containing 55 acres of land; being the same land described in warranty deed from B.C. Carter, et ux to M.Y. Willis recorded in Volume 53, page 36, Deed Records of Rains County, Texas.

TRACT TWO: The Surface Estate only to all that certain lot, tract or parcel of land situated in Rains County, Texas, and described as follows: 25 acres of the John Vackery Survey.
BEGINNING at the Northeast corner of an 80 acre tract conveyed by A.E. Snell and wife to J.E. Magee;
THENCE South 297 varas;
THENCE West 475 varas;
THENCE North 297 varas;
THENCE East 475 varas, the beginning, and being the same land described in deed from Paschal Williams et ux to M.Y. Willis recorded in Volume 99, page 215, Deed Records of Rains County, Texas.

The above two tracts being the same land described as Tracts One and Two in Deed from Dorothy Willis Pound and Douglas M. Willis to Estle W. Willis dated September 30, 1972, recorded in Volume 179, Page 54, Deed Records of Rains County, Texas.

NOTING that an access easement has been granted across the Landlord's Surrounding Property in the Agreement, for access to and from the adjacent roadway by vehicle, electrical, communication, and other utilities, in the Easement Area identified in Exhibit A-1 above

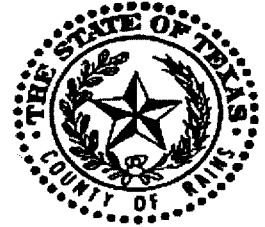


COUNTY OF RAINS

Linda Wallace
County Judge
167 E Quitman Street Ste. 102
Emory, Texas 75440

Tel: (903) 473-5000

Fax: (903) 473-4298



March 23, 2023

Mr. Llyod Pope
BT Barrett Solar, LLC
13612 Midway Road, Suite 200
Farmers Branch, TX 75244

Re: Local Government Environmental and Land Use Ordinance, Regulations and Permits
In Rains County, Texas and Local Government Permits or Approvals for Crossing a County Road
with Power Lines

Dear Mr. Pope:

I am informed that your company, BT Barrett Solar, LLC, is proposing to develop a solar Farm, located in Rains County, Texas (the "BT Barrett Solar Farm"). Based on the information provided to me, the project is located in an unincorporated area of Rains County beyond the extraterritorial jurisdiction of any municipality. You have asked me to verify that there are no local environmental or land use regulations, ordinances or permits in Rains County that are applicable to the construction or operation of this facility.

In response to your inquiry, Rains County does not have any environmental, land use, building, zoning or other similar ordinances, regulations, or permits that would be applicable to the BT Barrett Solar Farm. Nor are there any local government permit, approval or registration, requirements applicable to the construction or operation of the BT Barrett Solar Farm in the unincorporated areas of Rains County. Furthermore, there are no special use districts, such as water authorities or irrigation districts, or other government entities in Rains County with rules or regulations applicable to the construction or operation of facilities such as the BT Barrett Solar Farm in unincorporated areas of the County.

As a part of such development, I understand that the project may need to cross gravel roads owned by the County and you have inquired if there are any permits or approvals that are necessary from the County for the construction, operation or maintenance of the lines or crossing the road with the lines. In response to your inquiry, Rains County does require not any permits or approvals for the construction, operation or maintenance of the power lines in or over the County road nor for crossing the road with lines. BT Barrett Solar, LLC may proceed with the installation of such lines without further notice to the County.

Sincerely,

Judge Linda Wallace
Rains County, Texas



HEMPHILL®

Lease Agreement (Tower and Ground)

THIS LEASE AGREEMENT ("Lease") is made and entered into this 15th day of September, 2020, between **Rains County Sheriff's Office**, 313 East North Street, Emory, TX 75440 (the "Lessee"), and **Hemphill Tower, LLC**, 1305 North Louisville Avenue, Tulsa, OK 74115, an Oklahoma limited liability company, (the "Lessor").

WITNESSETH:

THAT Lessor is the owner of a telecommunications tower (the "Tower Facilities") located on that certain tract or parcel of land (the "Land") described as **Emory site located at 3307 W. Hwy 69, Point, Texas 75472** and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof;

THAT Lessor has this day rented and leased to Lessee the portion of the Tower Facilities and Land (the "Premises") described on Exhibit "B", and as shown on (the "Survey") Exhibit "B-1", attached hereto and by reference made a part hereof.

For and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

1. Lease and Easement. Lessor hereby leases and lets to Lessee, and Lessee hereby takes and hires from Lessor, the Premises upon and subject to the terms, conditions, covenants and provisions hereof, together with the right, privilege and easement over and across the Land, from the nearest public right-of-way, for parking pedestrian and vehicular access to and from the

Premises, as well as sufficient access to permit passage of all equipment, tools, parts and personnel required to install, operate, maintain, repair and replace Lessee's Facilities (as hereinafter defined), together with the right, privilege and easement over and across the Land for the purposes of providing electricity, data communications (including, but not limited to, fiber optic cable) and other utilities to the Premises, together with the right, privilege and easement to install on and attach to the Tower Facilities, and to construct, operate and maintain Lessee's equipment building or equipment cabinets and to maintain, operate, inspect, repair, replace, and add onto, cables, wires, supports, wave guides, conduits and other physical connections between Lessee's antennas and Lessee's other Facilities located in or about Lessee's equipment building or equipment cabinets including the right of access over and across the Land and Tower Facilities for the foregoing purposes.

2. **Initial Term.** The initial term of this Lease shall be five (5) years (the "Initial Term") and shall commence the earlier of a) first day of the month following that date upon which Lessee takes possession of the Premises and commences construction or by b) **November 1, 2020** (the "Commencement Date"), and shall terminate five years from the Commencement Date, unless sooner terminated or extended as herein provided. The annual rental amount for the Premises shall be Seven Thousand, Eight Hundred Dollars and No/100 Dollars (\$7,800.00) paid in monthly installments with first payment due on the Commencement Date, the sum of **Six Hundred and Fifty Dollars (\$650.00) each month** during Initial Term. Rental for any partial month shall be prorated. For each year of each Initial Term the annual rental shall increase **3%** on the anniversary of the Commencement Date. The annual rental for the extension terms shall be calculated as set forth in Paragraph 3.
3. **Extensions.**
 - (a) Lessee shall have the Option to extend this Lease for five (5) additional five (5) year terms (each an "Extension Term"). Unless Lessee shall have given to Lessor written notice of its election not to renew this Lease on or before three (3) months prior to the end of the then current term, this Lease shall automatically be extended for the next Extension Term. In the event Lessee properly so notifies Lessor, before three (3) months prior to the end of the then current term, of its election not to extend, this Lease shall terminate on the next commencement date anniversary. In

the event Lessee so notifies Lessor, less than three (3) months prior to the end of the current term of its election not to extend, this Lease shall terminate two (2) years from the next commencement date anniversary.

- (b) For each year of each Extension Term the annual rental shall increase 3% on the anniversary of the Commencement Date.
- (c) If at the end of the fifth (5th) Extension Term this Lease has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term; provided, however, that the rental after the expiration of the fifth (5th) Extension Term shall be paid on the commencement date anniversary of each year throughout the annual terms. For each year of each one (1) year term the annual rental shall increase 3% on the anniversary of the commencement date.

Lessee shall pay rent at the rate set forth above from the Commencement Date throughout the term of this Lease on or before the anniversary of the Commencement Date. Lessee shall make such payment to the address set forth herein for notices, or to such other address, as Lessor shall from time to time designate by written notice. Throughout this Lease, the Initial Term and Extension Term(s) may be referenced as "the term of this Lease".

- 4. Permits. The Lessor shall obtain the necessary permits or other federal, state or local authorizations in order to construct and maintain the "Tower Facilities". The obligations of Lessee under this Lease are expressly subject to and conditioned upon the satisfaction (or waiver in writing by Lessee) of the following

condition: receipt by Lessee of all necessary permits or other federal, state or local governmental authorizations (the "Permits") necessary for the use of the Premises by Lessee as an antenna site for Lessee's planned communications system, including, without limitation, any building, signage, zoning, variances, special use permits or other Permits deemed necessary by Lessee in connection with Lessee's intended use of the Premises. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Lessee. When applicable, Lessor agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Premises as required for the use intended by Lessee. Lessee will perform all other acts and bear expenses associated with any rezoning procedure. Lessor agrees not to register any written or verbal opposition to any rezoning procedures.

5. Assignment. Lessee may not assign, mortgage or otherwise encumber this Lease or sublease all or any part of the Premises, without Lessor's consent. Upon any such assignment of this Lease or subletting of all or any part of the Premises, Lessee shall be and remain fully responsible for all obligations under this Lease; provided, however, Lessor agrees that (a) upon an assignment of this Lease by Lessee to any present or future Affiliate of Lessee, and the assumption by such assignee of the obligations of Lessee under this Lease, the Lessee named herein shall automatically and without any further documentation be released of all obligations under this Lease, and (b) upon an assignment of this Lease by Lessee to any other assignee which shall be deemed by Lessor in its discretion (to be exercised reasonably) to be creditworthy and capable of observing and performing the financial obligations of Lessee under this Lease, and the assumption by such assignee of the obligations of Lessee arising after the date of such assignment, Lessor shall release Lessee in writing of all obligations under this Lease arising after the date of such assignment. "Affiliate" shall mean any company, partnership, joint venture, limited liability company, or other entity controlled by, controlling or under common control with the specified party, together with any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of the specified party.
6. FAA and FCC Requirements. Lessor shall comply, at Lessor's sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). Lessor hereby agrees to and does indemnify and hold Lessee harmless from and

against any and all fines, penalties, claims, causes of action, suits, costs and expenses (including, without limitation, attorneys' fees and courts costs) caused by or resulting from Lessor's failure to comply with such requirements.

7. Maintenance of Tower Facilities. Lessor, at Lessor's sole cost and expense, shall maintain the Land and Tower Facilities in good order and repair (including, without limitation, all necessary replacements), and shall observe and comply with all present and future laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state and local governments and of all other governmental authorities affecting the Land, Tower Facilities or appurtenances thereto or any part thereof and whether or not the same are in force at the Commencement Date or may in the future be passed, enacted or directed. Lessor shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise out of or be imposed because of the failure of Lessor to comply with the foregoing.
8. Compliance by Lessee. Except as otherwise provided in Paragraphs 6 and 7 of the Lease, Lessee shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Lessee's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Premises by Lessee, and shall obtain, at Lessee's sole cost and expense, any licenses, permits and other approvals required for Lessee's use of the Premises. Lessor agrees, provided Lessor incurs no cost or expense, to cooperate with Lessee in obtaining such licenses, permits or approvals.
9. Lessee's Facilities. Lessee shall have the right to install, construct, repair, maintain, operate, remove, replace, upgrade and enhance on the Premises radio communications facilities, an equipment building or equipment cabinet, transmitters, receivers, propane generators for emergency power supply (generators must be placed inside Lessee's ground space or additional rent will be charged), radio transmitting and receiving antennas and related equipment and supporting structures as the same are more particularly described on Exhibit "C" attached hereto and by reference made a part hereof ("Lessee's Facilities"). Lessor grants Lessee the right to use adjoining and adjacent areas upon the Land and Tower Facilities as is reasonably required during construction, installation, maintenance and operation of the Lessee's Facilities. Lessee's Facilities shall be installed and constructed by Lessee at Lessee's sole cost and expense, in a

good and workmanlike manner in accordance with Lessee's specifications. Lessee will notify Lessor of any damage to Lessor's Premises as a result of construction or maintenance of Lessee's Facilities and cause such damage to be repaired immediately at the Lessee's sole expense. Lessor represents and warrants that the Tower Facilities have sufficient structural strength to accommodate Lessee's Facilities described on Exhibit "C" hereto. Lessor shall indemnify Lessee, its agents, employees, contractors, licensees, and invitees for personal injury and death and property damage due to, caused by, or resulting from the structural inadequacies or defects of Lessor's Tower Facilities. Title to Lessee's Facilities shall be and remain solely in Lessee. Lessee, at Lessee's sole cost and expense, shall maintain Lessee's Facilities in good order and repair. Lessee shall return the Premises to Lessor at the termination or expiration of the term of this Lease in as good condition and repair as when first received, reasonable wear and tear accepted.

10. Utilities. Lessee shall be responsible for and shall promptly pay in full for all telephone and electric utilities consumed by Lessee at the Premises. Lessor shall execute any documentation for easements needed to provide any utilities to the Premises.
11. Liens. Lessee shall not create or permit to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, or any part thereof or upon Lessee's rights under this Lease that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.
12. Interference and Radio Frequency Emissions.
 - (a) AM Detuning – Lessor will not be responsible for any detuning costs. Any detuning cost will be the sole responsibility of the Lessee. Additionally, Lessee will be required to provide Lessor with documentation showing proper detuning procedures were taken according to FCC policy.
 - (b) Interference.
 - (i) Lessor will not use, allow or permit the Property or the Tower to be used in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use

which could cause any destructive or conflicting interference with the Communications Facility. Lessor shall not permit any radio transmitter or other communication equipment, antennae, microwave dishes or any other equipment or facilities to be located on the Property or on or within the Tower by any party which does not have a lease, license or similar agreement for use of a portion of the Tower or the Property as of the date of this Agreement unless Lessee first approves in writing a frequency compatibility study prepared by a competent engineer who certifies to Lessee that no harmful material interference will result from such transmitter, equipment, antennae, dishes or other equipment or devices to the Communications Facility, which approval shall not be unreasonably withheld, delayed or conditioned.

- (ii) Lessor shall not allow itself or any user, tenant, lessee, licensee, invitee or similar party to interfere with Lessee's properly tuned and operating radio frequency or the Communications Facility. In the event that any other tenant, user, lessee, licensee, invitee or occupant of the Tower or the Property causes material interference with the properly tuned and operating equipment of the Lessee or Lessee's radio frequencies or Communications Facility, Lessor will take all steps necessary to correct and eliminate any material interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Lessor of written notice from Lessee of the existence of the interference, Lessor shall cause the party causing such interference to temporarily reduce, modify or disconnect the electric power to its equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within ten (10) days after receipt by Lessor of such prior written notice from Lessee of the existence of interference, the Lessee may then

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terminate this Agreement upon notice to Lessor in addition to any other remedies or rights which Lessee may have under this Agreement.

- (iii) In the event that there is any equipment or communications operations for the transmission of radio frequencies or wireless transmissions being conducted from the Tower or Property by any party as of the date which Lessor executes the Agreement (the "Existing RF Users"), those Existing RF Users and the frequencies and power which they emit are listed on Exhibit "D". Lessor represents and warrants that it has no other agreements with and that there are no other parties which emit wireless transmissions or radio frequencies from the Tower or the Property. Lessee agrees to install and maintain equipment and radio frequencies which will not cause material interference to the communication operations of the Existing RF Users. In the event that the Communications Facility causes material interference with the properly tuned and operating equipment of the Existing RF Users, Lessee will take all steps necessary to correct and eliminate any material interference. If such interference cannot be eliminated within forty- eight (48) hours after receipt by Lessee of written notice from Lessor of the existence of the interference, Lessee shall temporarily reduce, modify or disconnect the electric power and the Communications Facility (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within ten (10) days after receipt by Lessee of such prior written notice from Lessor of the existence of interference, and Lessee may not operate the Communications Facility except for testing and turn up, until Lessee eliminates said interference.

- (c) Emissions, Maximum Permissible Exposure; Cooperative Efforts. If antenna power output ("RF Emissions") are presently or hereafter become subject to any restrictions imposed by the Federal Communications Commission

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("FCC") for RF Emissions standards or Maximum Permissible Exposure ("MPE") limits, or if the Site, the Tower, the Property or the Premises otherwise become subject to federal, state or local rules, regulations, restrictions or ordinances, Lessor shall comply with Lessee's reasonable requests for modifications to each occupant's equipment which emits RF emissions ("RF Users") which are reasonably necessary for all parties to comply with such limits, rules, regulations, restrictions or ordinances. If an engineering evaluation or other power density study is required to be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be shared equally between Lessee and all such RF Users. If said study indicates that RF Emissions at the Tower, the Site, the Property or Premises do not comply with MPE limits, then Lessor, Lessee and all other RF Users shall immediately take any steps necessary to ensure that they are individually in compliance with such limits or shall cease or reduce operations until a maintenance program or other mitigating measures can be implemented to comply with MPE. In addition to any other rights or remedies that the Lessee may have, the Lessee shall have the right to terminate this Agreement in the event that such mitigation measures cannot be implemented without materially adversely affecting the operation of the Communications Facility.

- (d) Signage Regarding MPE. Lessee acknowledges and understands that Lessor may install certain signage and/or physical barriers pertaining to radio frequency exposure from Lessor's or other party's transmitters and other equipment. Lessor and Lessee shall instruct all of their personnel and their contractors performing work at the Site or the Property to read carefully all such signage, to follow the instructions provided in such signage, and to honor all physical barriers. Lessee shall be responsible for placement of signage or physical barriers at or near the Communication Facility and/or its cabinet or building at the Site in order to comply with applicable FCC radio frequency exposure guidelines. Lessor agrees that it shall cooperate with Lessee in these efforts and that Lessor shall instruct its personnel and contractors performing work at the Site to read carefully all such signage, to follow the instructions provided in such signage, and to honor all physical barriers. Lessor and Lessee shall cooperate in good faith to minimize any confusion or unnecessary duplication that could result from similar signage being posted respecting other carriers' transmission equipment (if any) at or near the Site.

13. Insurance.

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- (a) Lessee agrees to acquire and maintain during the term of this Lease commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence. Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. Such insurance may be carried in whole or in part
 - (i) under any plan of self-insurance which Lessee or any Lessee Affiliate may have in force and effect from time to time, or
 - (ii) under any blanket policies that include other properties and provide separate coverage for the Premises provided that all of the foregoing requirements are satisfied.
- (b) Lessor agrees to acquire and maintain during the term of this Lease commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence. Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. Such insurance may be carried in whole or in part
 - (i) under any plan of self-insurance which Lessor or any Lessor Affiliate may have in force and effect from time to time, or
 - (ii) under any blanket policies that include other properties and provide separate coverage for the Premises provided that all of the foregoing requirements are satisfied.

14. Liability and Indemnity.

- (a) Lessor shall indemnify Lessee for and hold Lessee harmless against any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by anyone including, without limitation, Lessor, Lessor's agents, employees, contractors, lessees, licensees or invitees who may at any time be using or occupying or visiting the Premises or be in, on, or about the same, to the extent such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any wrongful act or omission, or negligence of Lessor, its agents, employees and contractors.

- (b) Lessee shall indemnify Lessor for and hold Lessor harmless against any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by anyone including, without limitation, Lessee, lessee's agents, employees, contractors, lessees, licensees or invitees who may at any time be using or occupying or visiting the Premises or be in, on, or about the same, to the extent such loss, injury, death, or damage shall be caused by on in any way result from or arise out of any wrongful act or omission, or negligence of Lessee, its agents, employees and contractors.
15. Environmental Indemnification. Lessor shall hold Lessee harmless from and indemnify Lessee against and from any damage, loss, expenses or liability resulting from any violation by Lessor or its agents, invitees or contractors of any federal, state or local environmental statute or other law, or from the presence, on or before the date hereof, in, on, under or upon the Land, Tower Facilities and/or Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or toxic substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. ' 9601, *et seq.*). Lessee shall hold Lessor harmless from and indemnify Lessor from and against any damage, loss, expense or liability resulting from any violation by Lessee or its agents, invitees or contractors of any federal, state or local environmental statute or other law, after the Commencement Date hereof, in, on, under or upon the Premises.
16. Default. The following events shall constitute events of default under this Lease.
- (a) Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of fifteen (15) days after receipt by Lessee of notice in writing from Lessor specifying such failure; or
 - (b) Lessee's failure to perform any of the other covenants, conditions and agreements herein contained and to be performed by Lessee and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Lessee of notice in writing from Lessor specifying the nature of such failure. In the event that such failure is of such a nature that it cannot be cured within such thirty (30) day period then such failure shall not be deemed a default so long as Lessee, after receiving such

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notice, promptly initiates efforts to cure the failure and diligently pursues such efforts.

Upon the occurrence of an event of default, at Lessor's option (i) Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall promptly surrender the Premises, and remove Lessee's Facilities within sixty (60) days after Lessor's termination notice, and if Lessee fails to do so, Lessor may, without prejudice to any other right or remedy which Lessor may have, enter upon and take possession of the Premises by summary proceedings or ejectment or (ii) pursue any remedy provided at law or in equity.

17. **Termination: Removal of Lessee's Facilities.** In the event Lessor shall breach this Lease, Lessee shall be entitled to reimbursement of the unearned rent paid. In the event Lessee shall breach or otherwise terminate this Lease, Lessee shall pay to Lessor all earned but unpaid rent and any other amounts owed hereunder.

Following the expiration of the Initial Term, Lessee may terminate this Agreement without further liability upon thirty (30) days prior written notice to Lessor together with a payment in the amount of equal to twenty four (24) months of the then current rent, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of the Tenant; (iii) technical or economic reasons; or (iv) if Lessee is unable to obtain any Governmental Approval required for the construction or operation of Lessee's Antenna Facilities.

Upon cancellation, revocation, termination or expiration of this Lease, Lessee shall have ninety (90) days within which to vacate the Premises and, at its sole discretion, remove all its improvements, equipment, personal property and Facilities situated thereon. In the event Lessee shall not remove its improvements within the ninety (90) -day time periods as set forth herein, all such improvements shall become the property of Lessor. There shall be no obligation of Lessee to restore the Premises upon any such removal, except to that extent to render the Premises in as good condition and repair as when first received, reasonable wear and tear accepted. If such time for

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removal causes Lessee to remain on the Premises after termination of the Lease, Lessee shall pay rent at the then existing yearly rate or on the existing yearly pro-rata basis if based upon a longer payment term, until such time as the removal of Lessee's Facilities, personal property and improvements is completed.

18. Subsequent Sale; Lessor's Non-Interference. Should Lessor, at any time during the term of this Lease, decide to sell all or any part of its Land or the Tower Facilities which is any part of the Premises to a purchaser other than Lessee, such sale shall be under and subject to the Lease and Lessee's rights hereunder. Lessor agrees not to sell, lease or use any other areas of the Land or Tower Facilities upon which the Premises are situated for placement of other communications facilities if, such installation would interfere with Lessee's Facilities. Should Lessee notify Lessor that Lessee has detected any such interference, Lessor shall take any necessary action immediately to cease such interference (including, without limitation, if required, deactivation of the equipment causing such interference) until a mutually acceptable permanent solution is developed.
19. Subsequent Parties Bound. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
20. Taxes. Lessor shall pay and discharge punctually, as and when the same shall become due and payable, all taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, which shall or may during the term of this Lease be charged levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Tower Facilities the Land or any part thereof, or any buildings, appurtenances or equipment thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, and local governments and of all other governmental authorities whatsoever. If personal property taxes are assessed against Lessee's Facilities, Lessee shall pay such taxes as are directly attributable to Lessee's Facilities.
21. Real Property. Lessor represents and warrants to Lessee that Lessor is the owner or lessee of the real property described in Exhibit A, attached hereto where Lessor has constructed and located a tower for the placement of wireless and other communications equipment. Lessor represents and warrants that,

Land and Tower Facilities are free and clear of any liens, encumbrances and restrictions, except only those matters set forth in Exhibit E and attached hereto and by reference made a part hereof and that Lessor has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by Lessor hereunder. Lessor represents and warrants that, provided Lessee is not in default beyond the expiration of any applicable cure or grace period, Lessee shall quietly have, hold and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone.

22. Subordination. At Lessor's option, this Lease shall be subordinate to any mortgage by Lessor which from time to time may encumber all or part of the Premises; provided, however, that every such mortgagee shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Lease. Lessee shall execute in a timely manner such instruments as may reasonably be required to evidence this subordination and non-disturbance clause. In the event the Premises are encumbered by a mortgage, Lessor, no later than thirty (30) days after this Lease is executed, shall have obtained and furnished to Lessee, a non-disturbance instrument for each such mortgage.
23. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Premises. Lessor, at Lessor's expense, shall cooperate with Lessee's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. At Lessee's option, should Lessor fail to provide requested documentation within thirty (30) days of Lessee's request, or fail to provide the non-disturbance instrument(s) as noted in Paragraph 22 of this Lease, Lessee may withhold and accrue the annual rental until such time as the requested documents and instruments are received.
24. Damage or Destruction.
- (a) In the event that, at any time during the term of this Lease, the Land, Premises or Tower Facilities shall be destroyed or damaged in whole or in part then Lessor, at its own cost and expense, shall cause the same to be repaired, replaced or rebuilt. In the event Lessor has not commenced such repair, replacement or rebuilding within sixty (60) days after the date of such damage or destruction, or fails to diligently pursue such repair, replacement or rebuilding, or fails to complete such repair, replacement or rebuilding

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within a reasonable time after the date of such damage or destruction, Lessee may, upon written notice to Lessor, terminate this Lease as of the date set forth in such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of such date. Rent shall abate to the extent that, and for the period that, in Lessee's reasonable judgment, the Premises are not usable for the conduct of Lessee's business. In the event the Tower Facilities are destroyed or damaged at any time during the last year of the Initial Term of this Lease or any extension period to the extent that, in Lessor's reasonable judgment, the Tower Facilities are not usable in their damaged condition for the conduct of Lessor's business, Lessor may, upon written notice to Lessee, terminate this Lease as of the date set forth in such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of such date, and Lessee shall have the right to remove Lessee's Facilities as otherwise provided for herein.

- (b) In the event of any such damage or destruction which renders Lessee's Facilities non-operable for a period reasonably expected to exceed sixty (60) days, Lessee shall have, and Lessor hereby grants to Lessee, the right to bring and maintain upon the Land such temporary communications facilities as Lessee shall reasonably determine are necessary to continue to operate Lessee's communications system and provided that such temporary facilities do not materially interfere with Lessor's or any other lessee's communications operations on the Land and provided that Lessee shall remove such temporary facilities upon the earlier of (i) restoration of service by Lessee's Facilities, or (ii) termination of this Lease.

- 25. Condemnation. If the whole of the Premises, or such portion of the Premises or the Land as will make the Tower Facilities unusable for Lessee's use, or for the purposes herein leased, in Lessee's reasonable discretion, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Lessor and Lessee as of such date. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessee's option, Lessee may (i) terminate this Lease, or (ii) elect to continue this Lease and reduce the rent in proportion to the portion of the Premises so taken. Any lesser condemnation shall in no way affect the respective rights and obligations of Lessor and Lessee hereunder. Lessee may claim and recover from the condemning authority such award as may

CO.3.2_Lease Agreement (Tower and Ground)

be allowed by law.

26. **Notices.** All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

Lessor: Hemphill Tower, LLC
1305 N. Louisville Avenue
Tulsa, OK 74115
Attention: John R. Hemphill

Lessee: Rains County Sheriff's Office
313 East North Street
Emory, TX 75440
Attention: David Traylor

or at such other address in the United States as Lessor or Lessee may from time to time designate by like notice. Lessor agrees to send copies of all notices required or permitted to be given to Lessee to each leasehold mortgagee that notified Lessor in writing of its interest and the address to which notices are to be sent. Any such notice, demand, request or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery or on the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

27. **Severability.** In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be continued as if such invalid, illegal, or unenforceable provisions had never been contained herein and shall not terminate and there shall be immediately substituted for such invalid, illegal or unenforceable provision a like, but valid and enforceable, provision which most nearly satisfies and comports with the original intention of the parties. Paragraph or section

CO.3.2_Lease Agreement (Tower and Ground)

headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

28. Entire Agreement. This Lease constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the parties hereto shall be effective unless in writing, signed by the parties, and by reference incorporated into this Lease. This Lease, and the performance thereof, shall be governed by the laws of the state where the Premises are located.
29. Additional Provisions. In addition to the terms and conditions set forth in the body of this Lease, this Lease and Lessee's rights hereunder shall be subject to any Additional Terms and Conditions as may be set forth in Exhibit "F" attached hereto and by reference made a part hereof. In the event of a conflict between a term, condition or provision set forth in the body of this Lease and a term, condition, or provision set forth in Exhibit "F", the term, condition, or provision set forth in the body of this Lease shall prevail except to the extent that Exhibit "F" expressly provides by specific reference that the term, condition or provision set forth therein is in lieu of or notwithstanding the specific term, condition or provision set forth in the body of this Lease with which it conflicts.
30. No Brokers or Other Agents. Lessee and Lessor represent and warrant to each other that no broker, realtor or other person has acted for either of them in connection with this Lease or the transactions contemplated by this Lease. Each party hereby agrees to indemnify and hold harmless the other party from and against any cost, expense, damage, or liability arising out of a breach by the indemnifying party of the foregoing representations and warranties regarding any such brokers, realtors or others.
31. Non-Waiver. Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Lease.
32. Survival of Lease. For and in consideration of One and No/100ths

Dollars (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, the parties hereby agree that the indemnification provisions contained in Paragraphs 4, 6, 9, 14, 15, and 30 shall survive the termination, cancellation, assignment and/or expiration of this Lease.

33. Memorandum of Lease. Lessor and Lessee agree that this Lease may not be recorded in any public record. A memorandum hereof may be recorded at the expense of the party so requesting this recording. Lessor agrees to, upon request of Lessee, execute any appropriate memorandum of this Lease prepared by Lessee at Lessee's expense.
34. Recovery of Expenses. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
35. Leasehold Estate. This Lease shall create a leasehold estate in Lessee and not a mere usufruct.
36. Time is of the Essence. Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof.

(NO FURTHER TEXT ON THIS PAGE; SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be executed under seal and effective as of the date written first above.

"LESSOR:"
Hemphill Tower, LLC
1305 N. Louisville Ave
Tulsa, OK 74115
Fed Tax ID: 35-2621569

By: [Signature]
Name: John R. Hemphill
Its: President
Witness: [Signature]

STATE OF OKLAHOMA

COUNTY OF TULSA

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that John R. Hemphill, President, for Hemphill Tower, LLC, known to me to be the same person whose name is subscribed to the foregoing Lease Agreement (Antenna Space) appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Lessor corporation, for the uses and purposes therein stated.

Given under my hand and seal this 18th day of September, 2020.



Notary Public [Signature]

CO.3.2_Lease Agreement (Tower and Ground)

"LESSEE:"

Rains Co. Sheriff's Office
313 East North Street
Emory, TX 75440

Federal Tax I.D.: 75-6001118

By: [Signature]

Name: David Traylor

Its: Sheriff Rains County

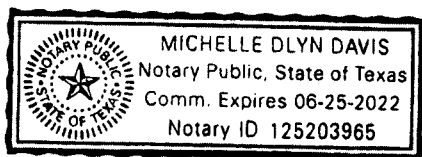
Witness: [Signature]

STATE OF TEXAS

COUNTY OF RAINS

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that DAVID TRAYLOR, a SHERIFF, for RAINS COUNTY S.O., known to me to be the same person whose name is subscribed to the foregoing Lease Agreement (Antenna Space) appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Lessee corporation, for the uses and purposes therein stated.

Given under my hand and seal this 15th day of September, 2020.



Notary Public: [Signature]

My commission expires 06-25-2022

CO.3.2_Lease Agreement (Tower and Ground)

EXHIBIT "A"

Land

(Legal Description)

See Attached

**LEASE AREA
HEMPHILL
EMORY**

All that tract or parcel of land lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a T-post found at the southerly right-of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point; thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'01" West, 216.66 feet to a point on the north line of the Lease Area; thence along said Lease Area, North 89°16'29" East, 30.00 feet to a point, said point having a Texas Grid North, NAD83, North Central Value of N: 7020080.6486, E: 2792455.1952 and being the true POINT OF BEGINNING;

Thence running, South 00°43'31" East, 100.00 feet to a point;

Thence, South 89°16'29" West, 100.00 feet to a point;

Thence, North 00°43'31" West, 100.00 feet to a point;

Thence, North 89°16'29" East, 100.00 feet to a point and the POINT OF BEGINNING.

Bearings are based on Texas State Plane Coordinate System (NAD 83), North Central Zone.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Hemphill by POINT TO POINT LAND SURVEYORS, INC. dated September 14, 2018, and last revised April 24, 2019.

Emory Legals 4-24-19

This document was originally issued and sealed by Justin Kyle Lawrence, TX RLS No. 6589, on September 14, 2018, and last revised April 24, 2019. This medium shall not be considered a certified document.

**30' ACCESS EASEMENT
HEMPHILL
EMORY**

Together with a 30-foot wide Access Easement (lying 15 feet each side of centerline) lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a T-post found at the southerly right-of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point and the true POINT OF BEGINNING;

Thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'01" West, 216.66 feet to the ENDING at a point on the north line of the Lease Area.

Bearings are based on Texas State Plane Coordinate System (NAD 83), North Central Zone.

As shown in a survey prepared for Hemphill by POINT TO POINT LAND SURVEYORS, INC. dated September 14, 2018, and last revised April 24, 2019.

Emory Legals 4-24-19

This document was originally issued and sealed by Justin Kyle Lawrence, TX RLS No. 6589, on September 14, 2018, and last revised April 24, 2019. This medium shall not be considered a certified document.

**30' GUY WIRE EASEMENT #1
HEMPHILL
EMORY**

Together with a 30-foot wide Guy Wire Easement (lying 15 feet each side of centerline and 15 feet past the termination point) lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a T-post found at the southerly right-of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point; thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'01" West, 216.66 feet to a point on the north line of the Lease Area; thence along said Lease Area, North 89°16'29" East, 30.00 feet to a point having a Texas Grid North, NAD83, North Central Value of N: 7020080.6486, E: 2792455.1952; thence, South 00°43'31" East, 50.00 feet to a point and the true POINT OF BEGINNING;

Thence leaving said Lease Area and running, North 89°16'29" East, 310.00 feet to the ENDING at a point.

Bearings are based on Texas State Plane Coordinate System (NAD 83), North Central Zone.

As shown in a survey prepared for Hemphill by POINT TO POINT LAND SURVEYORS, INC. dated September 14, 2018, and last revised April 24, 2019.

Emory Legals 4-24-19

This document was originally issued and sealed by Justin Kyle Lawrence, TX RLS No. 6589, on September 14, 2018, and last revised April 24, 2019. This medium shall not be considered a certified document.

**30' GUY WIRE EASEMENT #2
HEMPHILL
EMORY**

Together with a 30-foot wide Guy Wire Easement (lying 15 feet each side of centerline and 15 feet past the termination point) lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a T-post found at the southerly right-of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point; thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'01" West, 216.66 feet to a point on the north line of the Lease Area; thence along said Lease Area, North 89°16'29" East, 30.00 feet to a point having a Texas Grid North, NAD83, North Central Value of N: 7020080.6486, E: 2792455.1952; thence, South 00°43'31" East, 100.00 feet to a point; thence, South 89°16'29" West, 78.87 feet to a point and the true POINT OF BEGINNING;

Thence leaving said Lease Area and running, South 29°16'29" West, 302.27 feet to the ENDING at a point.

Bearings are based on Texas State Plane Coordinate System (NAD 83), North Central Zone.

As shown in a survey prepared for Hemphill by POINT TO POINT LAND SURVEYORS, INC. dated September 14, 2018, and last revised April 24, 2019.

Emory Legals 4-24-19

This document was originally issued and sealed by Justin Kyle Lawrence, TX RLS No. 6589, on September 14, 2018, and last revised April 24, 2019. This medium shall not be considered a certified document.

**30' GUY WIRE EASEMENT #3
HEMPHILL
EMORY**

Together with a 30-foot wide Guy Wire Easement (lying 15 feet each side of centerline and 15 feet past the termination point) lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a T-post found at the southerly right-of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point; thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'01" West, 216.66 feet to a point on the north line of the Lease Area; thence along said Lease Area, North 89°16'29" East, 30.00 feet to a point having a Texas Grid North, NAD83, North Central Value of N: 7020080.6486, E: 2792455.1952; thence, South 00°43'31" East, 100.00 feet to a point; thence, South 89°16'29" West, 100.00 feet to a point; thence, North 00°43'31" West, 100.00 feet to a point; thence, North 89°16'29" East, 21.13 feet to a point and the true POINT OF BEGINNING;

Thence leaving said Lease Area and running, North 30°43'31" West, 302.27 feet to the ENDING at a point.

Bearings are based on Texas State Plane Coordinate System (NAD 83), North Central Zone.

As shown in a survey prepared for Hemphill by POINT TO POINT LAND SURVEYORS, INC. dated September 14, 2018, and last revised April 24, 2019.

Emory Legals 4-24-19

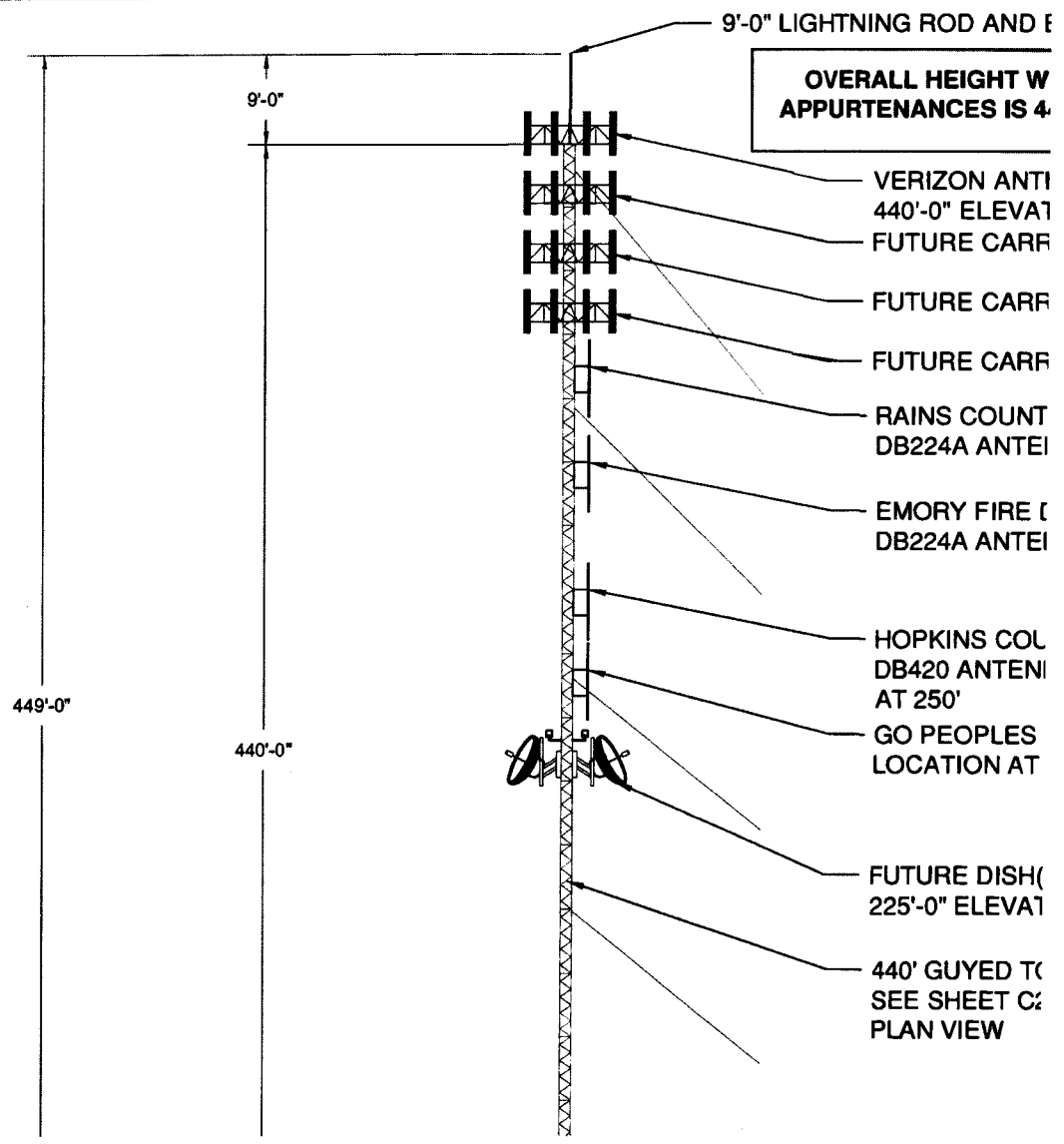
This document was originally issued and sealed by Justin Kyle Lawrence, TX RLS No. 6589, on September 14, 2018, and last revised April 24, 2019. This medium shall not be considered a certified document.

Lessor Site: 1536 Emory
Lessee Site: Rains County Tower

EXHIBIT "B"

Premises

Compound Layout to be inserted upon completion



NOTE: ALL COMPONENTS
SHOWN ARE NEW
CONSTRUCTION

440' GUYED TOWER
SEE SHEET C3-1 FOR
ELEVATION DETAILS

12'-0" DOUBLE
SWING GATE

PROPOSED VERIZON
WIRELESS 3'-0" WIDE
WAVEGUIDE BRIDGE

PROPOSED VERIZON
WIRELESS 3'-0" WIDE
GROUND RING AREA

H-FRAME
SEE SHEET E2-1

EMOR
DEPAI
RAINS
SHER
GROL

GO F
GRO

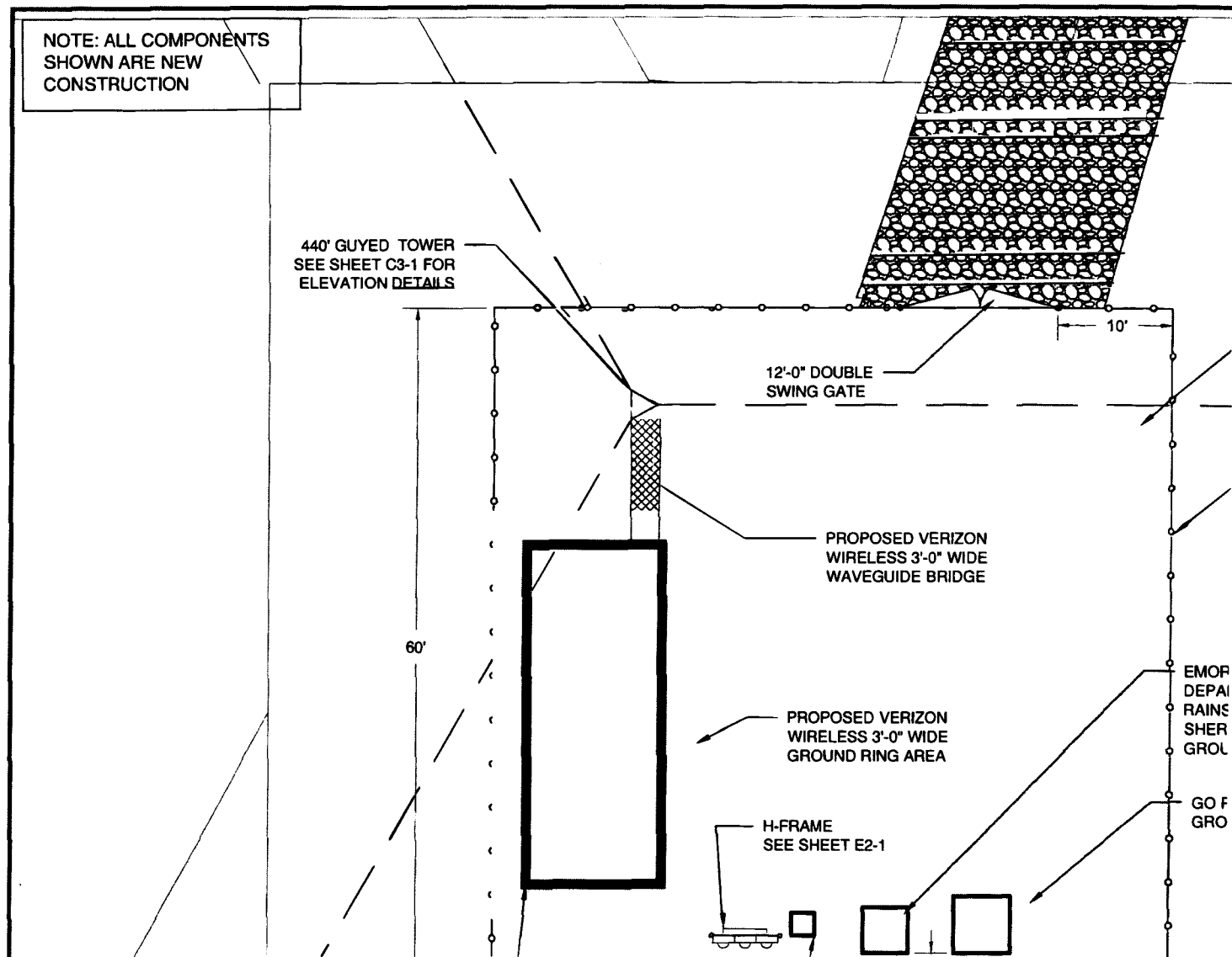


EXHIBIT "B-1"

Survey

To be provided by Lessee (at Lessee's discretion).

EXHIBIT "C"

Lessee's Facilities

Colo Application is attached.

CO.2.2_Collocation Application

Phone: 918-834-2200

1305 N Louisville Ave, Tulsa, OK 74115

Fax: 918-836-6918



HEMPHILL®

Collocation Application

Lessee's Site Name & No.: Emory Date: 7-20-20

Hemphill's Site Name & No.: Emory - 1536

| | | | |
|--|------------------------------|--------|---------------|
| Lessee / Tenant: | Rains County Sheriff Office | | |
| Entity Type (Partnership, Corporation, etc.): | Government / Law Enforcement | | |
| Address: | 313 E North St | | |
| City: | Emory | State: | TX Zip: 75440 |
| Point of Contact: | Ken Cagle | | |
| Phone #: | 9034733181 | Fax #: | 903-473-3008 |
| Contact Email | ken.cagle@co.rains.tx.us | | |
| Who will execute the Lease: | David Traylor | Title: | Sheriff |
| Invoice Contact Name: | David Traylor | Title: | Sheriff |
| Invoice Address: | 313 E North St | | |
| City: | Emory | State: | TX Zip: 75440 |
| Phone #: | 9034733181 | Fax #: | 9034733008 |
| Email: | david.traylor@co.rains.tx.us | | |

Site Information

| | | | |
|--------------------------------|--|------------|---------------|
| Site Address: | E911 3307 W. Hwy 69 Point | | |
| City: | Point | State: | TX Zip: 75472 |
| Lat: | 32-53-51.4 | Long: | 95-48-55 |
| FCC: | 1308718 | Call Sign: | |
| Expiration: | | | |
| Type of service: | 440' Guyed Tower / Sheriff Repeater – Safety | | |
| CO.2.2 Collocation Application | | | |

Phone: 918-834-2200

1305 N Louisville Ave, Tulsa, OK 74115

Fax: 918-836-6918

Antenna Information

Note: An attachment with the below information may be provided without completing the below information

| | | | | | |
|--------------------------------------|---|--|--------------------|--------------------|---------------|
| Total Number of Sectors: | (1) omnidirectional antenna mounted at 310' | | | | |
| Total Number of Antennas per sector: | (1) | | | | |
| Antenna Manufacturer: | CommScope | Antenna Model: | DB-224A | Antenna Weight: | 35.1 lbs |
| Mounting Height: | 310 Ft. (centerline) | Azimuth Degree Relative to True North: | Omni Degrees | | |
| Total Number of Coax: | (2) | Coax Size: | 7/8" | Coax Manufacturer: | RFS |
| Satellite: | NO | | | | |
| Pole Mounted (preferred): | n/a | Tower Mounting Height: | n/a | | |
| Manufacturer: | n/a | Model: | n/a | | |
| Type: | n/a | Size: | n/a | Weight: | ____ Lbs. n/a |
| Transmit Frequency: | #1 155.970 MHz | | Receive Frequency: | #1 154.860 MHz | |
| | #2 154.235 MHz | | | #2 150.775 MHz | |

Tower Mounted Equipment

| | | | | | |
|--|----------------------|--|-------------|-------------------|---------|
| Total Number of Sectors: | n/a | | | | |
| Total Number of Tower Mounted Equipment: | (n/a) | | | | |
| Equipment Manufacturer: | n/a | Equipment Model: | n/a | Equipment Weight: | n/a lbs |
| Mounting Height: | n/a Ft. (centerline) | Azimuth Degree Relative to True North: | n/a Degrees | | |
| Transmit Frequency: | n/a | Receive Frequency: | n/a | | |

Ground Equipment Information

| | | | |
|------------------------------------|---|---|---------------------|
| Ground Space Required: | 4 Ft. X 4 Ft. | | |
| Cabinet(s) or Building Dimensions: | 2 Ft. (wide) x 6 Ft (high) x 2 Ft. (deep) | | |
| Propane Tank Required: | No | Required Space, within leased ground space: | ____ Ft. x ____ Ft. |

CO.2.2_Collocation Application

Phone: 918-834-2200

1305 N Louisville Ave, Tulsa, OK 74115

Fax: 918-836-6918

Power Requirements

| | | | |
|------------------------------------|------------------|------------------|-----|
| Power Requirements into Equipment: | <u>120</u> Volts | | |
| Required AC Circuit Breaker: | <u>15</u> Amps | AC Line voltage: | 120 |

Installation

| | | | | | |
|-----------------------------------|----------------|--------|----|--------|---------------------------------|
| Date of Anticipated Installation: | September 2020 | | | | |
| Contact: | Ken Cagle | | | | |
| Address: | 313 E North St | | | | |
| City: | Emory | State: | TX | Zip: | 75440 |
| Phone #: | 903-473-3181 | Fax #: | | Email: | <u>Ken.cagle@co.rains.tx.us</u> |
| Comments: | | | | | |

Applicant's Name: Joshua McGee

Date: _____

Title: Deputy Rains County Sheriff's Dept

Ph: (469) 203-9467

Please email application to: Rhonda.Brown@hemphill.com Call for questions: 918-606-4257

NOTES

- Space will be reserved for a period of 60 days from the last signature date above. An executed Lease Agreement shall govern after that date.
- If detuning of the tower is required, detuning costs will be the Carrier's responsibility.
- LOADING SUMMARY @ 310' RAD:

| <u>Qty</u> | <u>Equipment</u> |
|------------|---|
| (1) | Commscope Antenna Omnidirectional, DB-224A TX 155.970, 154.235 MHz RX 154.860, 150.775 MHz |
| (2) | RFS Coax 7/8" 4' x 4' Ground Lease Area, Cabinet 2' wide x 2' deep x 6' high |

CO.2.2_Collocation Application

Phone: 918-834-2200

1305 N Louisville Ave, Tulsa, OK 74115

Fax: 918-836-6918

EXHIBIT "D"

RF Users

Existing RF Users RAD Location on the site.

1. Verizon Wireless, RAD location 440'
2. Emory Fire Department, RAD location 290'
3. Hopkins County, RAD location 250'
4. Go Peoples, RAD location 235'

EXHIBIT "E"
Exceptions to Title
NONE

EXHIBIT "F"

Additional Terms and Conditions

1. Lessee's construction plans, including tower attachments, shall be approved by Lessor in writing before construction commences.
2. Lessee shall relocate equipment to a lower RAD center if notified by Lessor in writing due to carrier collocation. Equipment shall be relocated within sixty (60) days of notification at Lessee's expense.

Hemphill Towers LLC1305 N Louisville Ave
Tulsa, OK 74115

Voice: 918-708-9866

Fax: 918-836-6918

INVOICE

Invoice Number: 2020 - 2022

Invoice Date: Dec 1, 2022

Page: 1

*Duplicate***Bill To:**Rains County Sheriff's Office
313 East North Street
Emory, TX 75440**Ship to:**Rains County Sheriff's Office
313 East North Street
Emory, TX 75440

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| rainssheriff | | Net Due | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | | | 12/1/22 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|--------------------------------------|------------|------------------|
| | | Rent Due from 11/1/2020 - 12/31/2022 | | 17,213.18 |
| Subtotal | | | | 17,213.18 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 17,213.18 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 17,213.18 |

Check/Credit Memo No:

| | | |
|--------------|------------------|--------------|
| 11/1/2020 | 650.00 | Initial Term |
| 12/1/2020 | 650.00 | |
| 1/1/2021 | 650.00 | |
| 2/1/2021 | 650.00 | |
| 3/1/2021 | 650.00 | |
| 4/1/2021 | 650.00 | |
| 5/1/2021 | 650.00 | |
| 6/1/2021 | 650.00 | |
| 7/1/2021 | 650.00 | |
| 8/1/2021 | 650.00 | |
| 9/1/2021 | 650.00 | |
| 10/1/2021 | 650.00 | |
| 11/1/2021 | 669.50 | 3% Increase |
| 12/1/2021 | 669.50 | |
| 1/1/2022 | 669.50 | |
| 2/1/2022 | 669.50 | |
| 3/1/2022 | 669.50 | |
| 4/1/2022 | 669.50 | |
| 5/1/2022 | 669.50 | |
| 6/1/2022 | 669.50 | |
| 7/1/2022 | 669.50 | |
| 8/1/2022 | 669.50 | |
| 9/1/2022 | 669.50 | |
| 10/1/2022 | 669.50 | |
| 11/1/2022 | 689.59 | 3% Increase |
| 12/1/2022 | 689.59 | |
| Total | 17,213.18 | |

Hemphill Towers LLC

1305 N Louisville Ave
Tulsa, OK 74115

INVOICE

Invoice Number: R1536-1
Invoice Date: Jan 1, 2023
Page: 1

Duplicate

Voice: 918-708-9866

Fax: 918-836-6918

Bill To:

Rains County Sheriff's Office
313 East North Street
Emory, TX 75440

Ship to:

Rains County Sheriff's Office
313 East North Street
Emory, TX 75440

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| rainssheriff | | Net Due | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | | | 1/1/23 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|---------------|------------|---------------|
| | | Monthly Lease | | 689.59 |
| Subtotal | | | | 689.59 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 689.59 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 689.59 |

Check/Credit Memo No:

Hemphill Towers LLC

1305 N Louisville Ave
Tulsa, OK 74115

INVOICE

Invoice Number: R1536-2
Invoice Date: Feb 1, 2023
Page: 1

Voice: 918-708-9866
Fax: 918-836-6918

Duplicate

Bill To:

Rains County Sheriff's Office
313 East North Street
Emory, TX 75440

Ship to:

Rains County Sheriff's Office
313 East North Street
Emory, TX 75440

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| rainssheriff | | Net Due | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | | | 2/1/23 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|---------------|------------|---------------|
| | | Monthly Lease | | 689.59 |
| Subtotal | | | | 689.59 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 689.59 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 689.59 |

Check/Credit Memo No:

Hemphill Towers LLC1305 N Louisville Ave
Tulsa, OK 74115Voice: 918-708-9866
Fax: 918-836-6918**INVOICE**Invoice Number: R1536-3
Invoice Date: Mar 1, 2023
Page: 1
*Duplicate***Bill To:**Rains County Sheriff's Office
313 East North Street
Emory, TX 75440**Ship to:**Rains County Sheriff's Office
313 East North Street
Emory, TX 75440

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| rainssheriff | | Net Due | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | | | 3/1/23 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|---------------|------------|---------------|
| | | Monthly Lease | | 689.59 |
| Subtotal | | | | 689.59 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 689.59 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 689.59 |

Check/Credit Memo No:

Cricket Kiser

From: Mike Willis
Sent: Friday, March 3, 2023 10:57 AM
To: Cricket Kiser; Linda Wallace
Subject: FW: Rains County Addiction Help

From: Laura Williams <laura@addictiontreatmentdivision.org>
Sent: Friday, March 3, 2023 1:06 AM
To: Mike Willis <mike.willis@co.rains.tx.us>
Subject: Rains County Addiction Help

Dear Mr. Willis,

I am Laura and I am reaching out to you on behalf of the Division On Addictions <https://www.addictiontreatmentdivision.org/drug-alcohol/texas/>.

Division On Addictions is an organization that helps vulnerable Texas residents who are addicted to drugs or alcohol locate proper treatment options. Alcoholism and drug addiction are terrible crises affecting all ages in our communities – from teenagers to senior citizens.

Finding treatment facilities that are able to understand the underlying causes of the addiction, and that are able to cure an individual so as to prevent any relapse, is often a very hard task. This is where we come in. We help those in greatest need to find addiction treatment options that are the best for each individual situation. Our services are 100% free.

I was wondering if it would be possible for you to mention Division On Addictions on your resources page at <https://www.co.rains.tx.us>.

Thank you very much in advance. I look forward to hearing from you.

With gratitude,
Laura

Laura Williams

DIVISION ON ADDICTIONS

Nationwide listing of nearly 14,000 drug and alcohol rehabs across the U.S.

Cricket Kiser

From: Ronnie Morgan
Sent: Monday, March 13, 2023 6:11 AM
To: Cricket Kiser
Cc: Linda Wallace
Subject: Agenda Item

Good Morning,

I need you to add an item to the agenda on 03/23/23. Budget Business Systems LLC wants to renew a 60-month contract for \$63.00 dollars a month. I need for the court to approve or not approve this contract.
Not sure how all the other departments are using this company, under a contract or not under a contract.

Thanks,
Ronnie