

NOTICE OF MEETING – COMMISSIONERS COURT
RAINS COUNTY, TEXAS

Notice is hereby given that a **REGULAR MEETING** of the Rains County Commissioners court will be held at 10:00 a.m. on **Thursday, July 25, 2024** 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: Denita Young to present the Miss Rains County 2023 Portrait.
- IV. ITEMS FOR DISCUSSION and/or ACTION
 - A. Departmental Reports
 1. Road & Bridge Department
 - a. Permits/Right-of-Way (ROW)
 - B. Elected Official's and Finance Reports
 1. Financial Report
 - a. Line item transfers/budget amendments
 - b. Payment of accounts
 - c. Monthly/Quarterly Report (if presented)
 - d. Payroll & Personnel
 - C. Discuss/take action regarding accepting the Commissioners Court minutes from the prior Regular and or Special meeting.
 - D. Discuss/take action regarding Employees that have not completed the Mandatory CyberSecurity Training Course.
 - E. Discuss/take action regarding a Policy for the usage of the Courthouse facilities for Non County Activities.
 - F. Discuss/take action regarding options for storing Rains County Records.
 - G. Discuss/take action regarding selecting a Tyler ERP Time and Attendance Package.
 - H. Discuss/take action regarding options for the Parole Department meetings.
 - I. Discuss/take action regarding Application for Membership and Memorandum of Agreement with the Regional Organized Crime Information Center.
 - J. Discuss/take action regarding a Contract with the Department of Public Safety and invite our County Attorney, Robert Vititow, to attend.
 - K. Discuss/take action regarding an Extension of a Tax Abatement for the Barrett Solar Project, LLC.
 - L. Discuss/take action regarding the Tax Abatement Agreement between Rains County, Texas and BT Majewski Storage, LLC.
 - M. Discuss/take action regarding the Rains County 2024-2025 Budget Workshop.
 - N. Discuss/take action regarding considering paying Stacy Parker Comp Time incurred by training on the new Financial System.
- 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

FILED FOR RECORD

2024 JUL 22 AM 8:43

CLERK OF COURT

m. degean


County Judge Linda Wallace

THE STATE OF TEXAS

§
§
§
§
§

RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

July 25, 2024

Be it remembered, the Commissioners Court of Rains County, Texas, being convened in its regular session in the Rains County Courthouse, on Thursday, the **25th day of July 2024**, at **10:00 a.m.** with the following members of the court being present:

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

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, July 25, 2024.**

The posted meeting of the Commissioners Court was held at **10:00 a.m. on Thursday, the 25th day of July, 2024.**

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

The meeting was called to order by Judge Linda Wallace

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

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

II. OPEN FORUM-Roger Hunt Chief Point Volunteer Department

III. PRESENTATIONS- Miss Rains County

K. Discuss/take action regarding an extension of a Tax Abatement for the Barrett Solar Project, LLC. ¹

Moved by Commissioner Mike Willis, duly seconded by Commissioner Lori Northcutt to direct Jeff Snowden to rewrite the abatement with an extension for the Barrett Solar Project, LLC.

¹ Tax Abatement Agreement/Barrett, LLC.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

L. Discuss/take action regarding the tax abatement agreement between Rains County, Texas and BT Majewski Storage, LLC.

N/A

IV. ITEMS FOR DISCUSSION and/or ACTION.

A. Departmental Reports

1. Road & Bridge Department

a. Permits/Right-of-Way (ROW)²

Moved by Commissioner Mike Willis, duly seconded by Commissioner Korey Young to approve the ROW and Permits for CR 1610.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

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 accounts³

Moved by Commissioner Jeremy Cook, duly seconded by Commissioner Korey Young to approve payment of accounts in the amount of \$355,327.99.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

c. Monthly/Quarterly Report (If present)

Moved by Commissioner Korey Young, duly seconded by Commissioner Jeremy Cook to accept the Monthly/Quarterly Report into the meeting minutes.

2 ROW and Permits CR 2430

3 Payment of Accounts

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

d. Payroll & Personnel ⁴

Moved by Commissioner Mike Willis, duly seconded by Commissioner Jeremy Cook to approve all payroll and personnel changes.

Commissioner Mike Willis recalls his motion to approve all payroll and personnel changes.

Court Members Voting Aye: Linda Wallace, Mike Willis.

Court Members Voting No: Lori Northcutt, Korey Young

Court Members Abstaining: Jeremy Cook

Motion died for lack of a second.

Moved by Commissioner Korey Young, duly seconded by Commissioner Jeremy Cook to approve all payroll and personnel changes, with the exception of the pay change for the Sheriff's administrative assistant.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

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

Moved by Commissioner Mike Willis duly seconded by Commissioner Kori Young to accept the county clerks' minutes from the prior regular and or special meeting into the meeting minutes.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

D. Discuss/take action regarding employees that have not completed the mandatory Cyber Security Training Course. ⁵

N/A

E. Discuss/take action regarding a policy for the usage of the Courthouse facilities for non-county activities.

Moved by Commissioner Korey Young we no longer use the county buildings for anything other than county business, died for lack of a second.

F. Discuss/take action regarding options for storing Rains County Records.

4 Payroll & Personnel Changes

5 Cyber Security log

N/A

G. Discuss/take action regarding selecting a Tyler ERP Time and Attendance package.

N/A

H. Discuss/take action regarding options for the Parole Department meetings.

N/A

I. Discuss/take action regarding Application for Membership and Memorandum of Agreement with the Regional Organized Crime Information Center.

Moved by Commissioner Jeremy Cook, duly seconded by Commissioner Korey Young to approve the application for Membership and Memorandum of Agreement with the Regional Organized Crime Information Center.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

J. Discuss/take action regarding a contract with the Department of Public Safety and invite our County Attorney, Robert Vititow, to attend.

N/A

N. Discuss/take action regarding considering paying Stacy Parker comp time incurred by training on the new financial system.

Moved by Commissioner Jeremy Cook, duly seconded by Commissioner Korey Young to approve paying Stacy Parker comp time incurred by training on the new financial system.

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

M. Discuss/take action regarding the Rains County 2024-2025 Budget Workshop.

Moved by Commissioner Jeremy Cook to increase Stacy Parker's pay to \$25.00/hr., died for lack of second.

V. Administrative Court Activities and Comments.

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

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

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

With no further business to be considered by the Court at **11:53 a.m.**, Judge Linda Wallace declared Commissioners Court adjourned.

On this the 25th day of July, 2024, I, Mandy Sawyer, attest to the accuracy of this record.





Barrett Solar Project, LLC
580 Westlake Park Blvd., #515
Houston, TX 77079

July 22, 2024

County Judge
Rains County Courthouse
220 W Quitman St
Emory, TX 75440

Dear Judge Wallace:

The Barrett Solar Project, LLC is making great progress towards fulfilling the covenants of our Tax Abatement Agreement with Rains County, and recently the utility (Rayburn) has informed us of changes to their timeline (utility delays) which will in turn impact the Barrett Solar Project's commercial online date ("COD").

It is important to note that utility delays like this are unpredictable and entirely outside of our control as the Project Owner. Also, the Barrett Solar Project represents an enormous investment of time and resources that will not be paid back to us until we can achieve our commercial operation date. As such, we are most determined to see this Project completed as soon as possible. Therefore, we are reaching out to formally request an extension of the current Commercial Operations Date of December 31, 2025, as is currently indicated in section III.D. of the Rains County - Barrett Solar Project Tax Abatement Agreement. Given that the utility is delaying us by approximately two months, and may experience further delays, we would conservatively request a new COD of December 31, 2026, to allow a buffer for any further delays.

We would be more than happy to visit you in person to discuss this important matter with you, at your convenience. We look forward to your response and appreciate the opportunity to work with Rains County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Oscar', is written over a horizontal line. The signature is stylized with a large, sweeping flourish that extends to the right.

Óscar Manuel Toledo Yunta
Officer

Tax Abatement Agreement between Rains County, Texas and BT Majewski Storage, LLC

State of Texas

County of Rains

This Tax Abatement Agreement (the “**Agreement**”) is made and entered into by and between Rains County, Texas (the “**County**”), acting through its duly elected officers, and BT Majewski Storage, LLC, a Delaware limited liability company, owner of Eligible Property (as hereinafter defined) to be located on real property located in the Reinvestment Zone(s) described in this Agreement. This Agreement shall become effective upon final signature by both parties (which date shall be the “**Effective Date**”) and shall remain in effect until fulfillment of the obligations described in Paragraph IV(D), unless terminated earlier as provided herein.

I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Guidelines and Criteria (as defined below).

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. “Abatement” means the full or partial exemption from the County’s Maintenance and Operations (“M&O”) ad valorem taxes on property in a Reinvestment Zone(s) as provided herein.
- B. “Abatement Period” means the ten-year period described in Paragraph IV(B)(1) of this Agreement during which the Abatement will apply.
- C. “Base Year” means the Calendar Year in which the Effective Date occurs.
- D. “Calendar Year” means each year beginning on January 1 and ending on December 31.
- E. “Certificate” means a letter, provided by the Owner (as defined below) to the County that certifies that the Project and Improvements have achieved Commercial Operations, outlines the Project and Improvements (including those that are still under construction), and states the overall Nameplate Capacity of all components of the Project and Improvements.
- F. “Certified Appraised Value,” means the appraised value, for property tax purposes, of Owner’s Eligible Property (including the Project and Improvements) within the Reinvestment Zone(s) as certified by the Rains County Appraisal District (“County Appraisal District”) for each tax year.

- G. "COD" means the date that the Project and Improvements commence Commercial Operations.
- H. "Commercial Operations" means that the Project and Improvements have become commercially operational and placed into service for the purpose of storing and dispatching electricity for sale on one or more commercial markets.
- I. "County Property Tax" means any and all current or future property tax rates and property taxes imposed by the County and is limited to the County's Maintenance and Operations ("M&O") ad valorem taxes.
- J. "Default Notice" means a written notice delivered by one party to the other under Paragraph IX(A) of this Agreement. Default Notices must be delivered in accordance with the requirements of Paragraph XII of this Agreement.
- K. "Eligible Property" means property eligible for Abatement under the Guidelines and Criteria, including: new, expanded, or modernized buildings and structures; fixed machinery and equipment; power storage, and transmission facilities; site improvements; office space; other related fixed improvements; other tangible items necessary to the operation and administration of a project or facility; and all other real and tangible personal property permitted to receive tax abatement by Chapter 312 of the Texas Tax Code and the Guidelines and Criteria, with the exception of energy generation equipment. Taxes on Eligible Property may be abated only to the extent the property's value for a given year exceeds its value for the Base Year. Tangible personal property located in the Reinvestment Zone(s) at any time before the date the Agreement is signed is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- L. "Force Majeure" includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including the following causes and events: acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor due to an event that meets the definition of a Force Majeure, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure.
- M. "Guidelines and Criteria" means the *Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zone(s)*, originally adopted by the Rains County Commissioners Court on August 24, 2024 (the "Guidelines and Criteria"), a copy of which is attached hereto as Attachment B to this Agreement.

- N. "Lender" means any entity or person providing, directly or indirectly, with respect to the Project and Improvements any (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender.
- O. "Local Outreach Plan" means the plan attached to this Agreement as Attachment D.
- P. "Nameplate Capacity of Two-Hour Storage" means the total or overall two-hour storage capacity of the energy storage system included in the Project and Improvements on the Site (as designated in AC units per hour), which is calculated by multiplying the total megawatt hours of installed storage capacity by Two.
- Q. "Rated Power Capacity" is the maximum instantaneous power discharge capability (in megawatts [MW] AC) that the Project and Improvements can achieve, starting from a fully charged state, as reported to the Electric Reliability Council of Texas, and published in its "Stand-Alone Battery Storage Projects GIS Report."
- R. "Notice of Abatement Commencement" has the meaning assigned in Paragraph IV(B)(6) of this Agreement.
- S. "Notices" means all notices, demands, or other communications of any type in accordance with Paragraph XII, including Default Notices.
- T. "Owner," on the Effective Date, means BT Majewski Storage , LLC, a Delaware limited liability company, the entity that owns the Eligible Property for which the Abatement is being granted, and also includes any assignee or successor-in-interest of such party. An "Affiliate" of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.
- U. "Payment In Lieu of Taxes" or "PILOT" means a payment made by Owner to the County described in Paragraph IV(F) of this Agreement.
- V. "Project and Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, batteries, substation equipment, electrical collection systems, inverters, ventilation, fire suppression, container housing, and any building, structure, or fixture erected on or affixed to the land. Energy generation is not a component of the Project

and Improvements. Attachment G attached to this Agreement includes a list of equipment that is expected to be included in the Project and Improvements.

- W. “Reinvestment Zone(s)” means 1) the reinvestment zone(s), as that term is defined in Chapter 312 of the Texas Tax Code, created by Rains County and known as the “Rains County BT Majewski Storage Project Reinvestment Zone Number 1” by that certain Resolution Adopting and Designating a Reinvestment Zone in the Jurisdiction of Rains County, Texas, adopted and approved by the Rains County Commissioners’ Court on XXXX XX, 2024, a copy of which resolution is attached as Attachment A to this Agreement.
- X. “Site” means the portion of the Reinvestment Zone(s) leased or owned by Owner and on which Owner makes the Project and Improvements and installs and constructs the Eligible Property for which the Abatement is granted hereunder. The Site is described on Attachment C to this Agreement.
- Y. “Term” means the period commencing on the Effective Date of this Agreement and ending on December 31 of the fifteenth Calendar Year after the commencement of the Abatement Period.

III. Project and Improvements in Reinvestment Zone(s)

Owner anticipates constructing the following Project and Improvements on the Site:

- A. Lithium-ion batteries organized in modules to construct a Two-Hour Energy Storage Facility (the “Project and Improvements”) within the designated Reinvestment Zone(s) with a Rate Power Capacity of 175 megawatts. The total estimated Nameplate Capacity of Two-Hour Storage is 350-megawatt hours AC, but shall at a minimum equal 315-megawatt hours, AC.
- B. The Project and Improvements will also include any other property in the Reinvestment Zone(s) owned or leased by Owner meeting the definition of “Eligible Property” that is used to store and dispatch electricity and perform other functions related to the storage, distribution, and transmission of electrical power, or that is otherwise related to the storage and sale of electricity, including specifically the equipment listed in Attachment G to this Agreement. Parties acknowledge that energy generation is not a component of the proposed project, and that any valuation attributable to energy generation shall be subject to the County’s full tax levy or a separate abatement agreement.
- C. Owner anticipates that the Project and Improvements will achieve Commercial Operations on or about December 31, 2026. In the event that the Project and Improvements do not achieve Commercial Operations before January 1, 2027, the County’s sole remedy shall be to cancel this Agreement.
- D. The Certified Appraised Value will depend upon annual appraisals by the Rains County Appraisal District.

IV. Term and Portion of Tax Abatement; Taxability of Property

A. The County and Owner specifically agree and acknowledge that Owner's property in the Reinvestment Zone(s) shall be taxable in the following ways before, during, and after the Term of this Agreement:

1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
2. The Certified Appraised Value of property existing in the Reinvestment Zones prior to execution of this Agreement shall be fully taxable at all times;
3. Prior to commencement of the Abatement Period, the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall be fully taxable at all times;
4. During the Abatement Period, 100% of Rains County's County Property Taxes on the Certified Appraised Value of the Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
5. After expiration of the Abatement Period, 100% of the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall be fully taxable at all times, including during the remainder of the Term.

B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax abatement, under the conditions set forth herein, of the County Property Tax assessed on the Eligible Property in the Reinvestment Zone(s) as follows:

1. Beginning on the earlier of (a) January 1 of the first Calendar Year after the COD or (b) January 1 of the Calendar Year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (with such Calendar Year being "Year 1" of the Abatement Period) and ending upon the conclusion of ten full Calendar Years thereafter (which 10-year period shall constitute the Abatement Period), the Abatement percentage shall be 100% of County Property Taxes;
2. The foregoing percentage of property taxes on the Certified Appraised Value of all eligible Project and Improvements described in the Certificate (and actually in place in the Reinvestment Zones) shall be abated for the entire Abatement Period, and shall be replaced by a ten-year series of Payments in Lieu of Taxes (PILOT), as further defined herein;
3. The Base Year value for the proposed Project and Improvements is agreed to be zero.

4. Owner shall provide County with a copy of the publicly available Amended Standard Generation Interconnection Agreement (SGIA) submitted to ERCOT within thirty (30) days after the COD.
 5. Owner shall provide a Certificate evidencing the commencement date of commercial operations to the County and to the County Appraisal District within sixty (60) days after the COD. The Certificate shall describe any ancillary facilities not required for Commercial Operations that are still under construction on the date that the Certificate is delivered, and if the Certificate indicates any such facilities exist, Owner will deliver an amended Certificate to the County within thirty (30) days after all Project and Improvement construction is complete. If they meet the definition of "Eligible Property," such ancillary facilities, once completed, shall become part of the Project and Improvements eligible for the Abatement under this Agreement.
 6. If Owner, at its sole election, desires that the Abatement Period begin prior to January 1 of the first Calendar Year after the COD, then Owner may deliver a notice to the County and County Appraisal District stating such desire (such notice being referred to herein as a "Notice of Abatement Commencement"). If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the Abatement Period to begin on January 1, ____"; the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement Period, and the Abatement Period shall extend for 10 years beyond such date. Owner shall only be permitted to deliver a Notice of Abatement Commencement if it anticipates achieving COD during the next Calendar Year. Owner shall still be required to deliver the Certificate on or before the date required in the preceding paragraph.
 7. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the Abatement granted in this Agreement shall in no event extend beyond 10 years.
- C. All or a portion of the Project and Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Project and Improvements.
- D. Owner agrees that the Project and Improvements, once constructed, will remain in place for at least the remainder of the Term; provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Project and Improvements prior to that date. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED PROJECT AND IMPROVEMENTS, LESS ANY PAYMENTS IN LIEU OF TAXES MADE TO THE COUNTY FOR THE REMOVED PROJECT AND IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS PARAGRAPH

IV(D), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

- E. During the Abatement Period, County shall request that the County Appraisal District annually determine both (i) the Certified Appraised Value of Owner's Eligible Property in the Reinvestment Zone(s) and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of Owner's Eligible Property in the Reinvestment Zone(s). The County Appraisal District shall record both the Certified Appraised Value and the abated taxable value of the Eligible Property in the County appraisal records. The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event that the County is entitled to recapture abated taxes under this Agreement. Notwithstanding any of the foregoing, Owner at all times shall have the right to appeal, challenge, or protest appraisals of the Site, Improvements, and Eligible Property, including any portion thereof. Owner acknowledges that the outcome of any appeal, challenge, or protest appraisals on the Project and Improvements will have no effect on the annual PILOT payments as identified in Paragraph IV(F) of this agreement.
- F. If the Project and Improvements are constructed and COD is achieved in 2027, Owner agrees to make an annual PILOT to the County for the corresponding COD year in the amounts set forth in the table below for each year of the Abatement Period. Each PILOT described in this Paragraph IV(F) shall be due on January 31 of the Calendar Year following the Calendar Year for which the Abatement applies. By way of illustration, if Year 1 of the Abatement Period is 2027, then the PILOT owed for 2027 shall be due and payable on January 31, 2028. There shall be a total of ten (10) PILOTs under this Agreement.

<u>Year of Abatement Period</u>	BT Majewski Storage, LLC
	PILOT Amount - (per MWH of Nameplate Capacity of Two-Hour Storage)
Year 1	\$774
Year 2	\$774
Year 3	\$774
Year 4	\$774
Year 5	\$774
Year 6	\$774
Year 7	\$774
Year 8	\$774
Year 9	\$774
Year 10	\$774

G. Annual PILOT remittances shall be made payable to Rains County, shall note the Project's name and corresponding PILOT year, and be mailed as follows:

County Judge
Rains County Courthouse
Attn. County Judge – PILOT Remittance
220 W Quitman Street
Emory, Texas 75440
Phone: 903-473-5000

H. Within 30 days after the County's approval and execution of this Agreement at a regular called meeting of the Commissioners Court, Owner shall remit to County a fee of \$30,000.00 which shall be used to offset soft costs incurred by the County in the development of this Agreement.

V. Decommissioning

The County and Owner agree that the intent and purpose of Section V is to return and restore the Site substantially to its previous state as is reasonably possible given the nature of the use of the Site by the Project. Owner agrees to remove the Project and Improvements from the Site substantially consistent with the restoration and removal requirements imposed by Utilities Code Chapter 302 for improvements incorporated into a solar energy facility. Further, Owner agrees to restore the Site in substantially the same manner as

required in Utilities Code Chapter 302. The text of Utilities Code Chapter 302 is provided in Attachment F to this Agreement.”

VI. Covenants

During the Term of this Agreement, Owner shall:

- A. Separately identify labor and materials in any contracts for construction of the Project and Improvements in the taxable amount of \$250,000 or more for the purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs and state that the situs of any sales and use tax paid and related thereto will be to Rains County, Texas.
- B. Make a good faith effort to require all contractors and vendors of materials to be used in the construction of the Project and Improvements to make Rains County, Texas the situs of sales and use taxes; provided, however, Owner’s commitments related to the selection of contractors and vendors is governed solely by the Local Outreach Plan.
- C. Deliver to County:
 - 1. Forty-five (45) days prior to the commencement of construction of the project and improvements;
 - i. A screening plan for equipment located within five hundred feet of a business or residence.
 - ii. Engineering drawings illustrating pre- and post-development topographic information.
 - iii. Internal site-road layouts and relevant site road construction drawings that document Owner’s plans to construct all-weather access to accommodate the provision of emergency services, including fire protection.
 - iv. Project’s Geotechnical Report.
 - v. Project’s Phase 1 Environmental Site Assessment.
 - vi. Project’s Stormwater Pollution Prevention Plan.
 - vii. List of vegetation control methods to include chemicals planned for application, if applicable.
 - 2. Thirty (30) days prior to the delivery of any battery storage equipment:
 - i. Manufacturer information on batteries to be installed to include battery chemistry and list of materials used in the battery modules to include

- Material Safety Data Sheets (“MSDS”) or warnings that are relevant to the handling, installation, or maintenance of the equipment.
- ii. Documentation illustrating Owner’s plan to promote the recycling of battery storage equipment and fluids.
 - iii. In the event water is to be utilized as the primary fire suppression method, provide minimum water requirements along with a letter from the water supplier stating that sufficient water capacity is available for fire suppression purposes.
 - iv. In the event water is to be utilized as the primary fire suppression method, provide the chemical composition of wastewater that hazardous material first responders will be required to remove.
 - v. Drawings of the battery storage containers to be used in the Project and Improvements showing multiple containment barriers.
 - vi. Emergency response plan that addresses on-site response for upset conditions, to include thermal runaways.
 - vii. Acknowledgement that battery storage equipment meets or exceeds all current TCEQ and EPA requirements.
 - viii. List of hazardous chemicals or fumes emitted during an upset condition and modeled exposure limits for a one-hundred-foot radius around the battery containers in the event of venting.
3. Owner shall, on or before May 1 of each Calendar Year after COD certify annually to the County its compliance with this Agreement by providing a written statement of compliance to the County Judge.

VII. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Project and Improvements to be placed on the Site; (ii) construction of the proposed Project and Improvements will be performed by Owner, its successors and/or assigns and/or their contractors or subcontractors; (iii) Owner’s and its successors’ and assigns’ use of the Site will be limited to the use described in this Agreement (and ancillary uses) during the Abatement Period; (iv) all representations made in this Agreement are true and correct in all material respects to the best of Owner’s knowledge; (v) Owner will make any filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required now or in the future; (vi) Owner agrees to conduct any environmental studies for the Project and Improvements in accordance with state and federal law and meet or exceed the permit requirements identified by the environmental study; (vii) Owner agrees to observe all state and federal law restricting the diversion and impoundment of the natural flow of surface water across the Project and

Improvements; (viii) Owner shall follow all laws related to minimizing the risk of environmental toxicity emitted by the Project and Improvements; and (ix) Owner agrees that in the event of any assignment of this Agreement, said assignment shall include a commitment by the successor and/or assignee to and be bound the terms and conditions of this Agreement.

- B. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone(s) has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the Guidelines and Criteria as both exist on the effective date of this Agreement; (iii) no interest in the Project and Improvements is held, leased, or subleased by a member of the County Commissioners Court, (iv) that the property within the Reinvestment Zone(s) and the Site is located within the legal boundaries of the County and outside the boundaries of all municipalities located in the County, and (v) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone(s) and this Agreement.

VIII. Maintenance of County Infrastructure, Access to and Inspection of Property by County Employees, and Periodic Statement of Compliance

- A. Owner shall, by contract, cause its prime contractor and major equipment suppliers to restrict their travel to and from the Project and Improvements site to the County roads depicted on Attachment E (the "County Roads"). The County acknowledges and approves that (i) the Owner will need to cross the County Roads with heavy construction equipment during the construction, operation, maintenance, and decommissioning of the Project, and (ii) Owner may need to place certain electrical cables for the Project and Improvements across or within the shoulder of certain County Roads for the collection, distribution, and transmission of electricity to and from various parts of the Project and Improvements, in which case Owner and County agree to negotiate in good faith a crossing and / or access agreement for such cables. Owner shall use commercially reasonable efforts to require its prime contractor to restrict all subcontractor travel to and from the Project and Improvements to the County Roads. Owner will be wholly responsible for damage (normal wear and tear excluded) to the County Roads and rights-of-way (including bridges, culverts, ditches, etc.), if damage is caused directly thereto as a result of the construction of the Project and Improvements, or directly as a result of operations and maintenance activity conducted on the Project and Improvements (normal wear and tear excluded), including:

1. Actual costs incurred by the County to maintain County Roads and rights-of-way, if needed, utilized for construction of the Project and Improvements in an effort to keep the road safe for the traveling public will be tracked by Rains County and damage caused by Owner shall be reasonably documented by Rains County, discussed with Owner, and invoiced to Owner, who shall remit payment within thirty days of receipt of billing.

2. Charges to Owner shall be based on a methodology designed to evaluate the isolated impact of the Owner's use of the County roads and rights-of-way and will be limited to actual repair costs incurred by the County and reasonably documented and invoiced to Owner. These costs will include all construction costs as well as all related professional services for the repair work, not to exceed 110% of a cost estimate delivered to Owner by a qualified third-party road construction contractor. Owner shall remit payment within thirty days of receipt of billing.
 3. Costs associated with the issuance of a County driveway permit, which shall be required in the event the Project and Improvements are accessed directly by a County Road, shall be paid by Owner within thirty days of receipt of billing. Owner agrees to promptly submit a completed County driveway permit application to the precinct Commissioner.
 4. Subject to County approval, Owner may conduct dust control and grading activities on County Roads utilized for the Project and Improvements.
 5. Notwithstanding the foregoing, the County hereby preserves all rights and remedies provided under Chapter 251 of the Texas Transportation Code.
- B. Owner shall allow the County's employees and consultants access to the Site for the purpose of inspecting the Project and Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner fourteen (14) days' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Project and Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.

IX. Default, Remedies and Limitation of Liability

- A. No party may terminate this Agreement unless (i) such party provides a written Default Notice to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after the delivery of the Default Notice, or if such failure cannot be cured within such sixty (60)-day period, the other party shall have such additional time, up to 365 days, to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continues to diligently and timely pursue the completion of such remedial action before the expiration of the maximum 365-day cure period. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law or a change in the interpretation or enforcement of law by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to minimize the effect of such default prepared by the defaulting party and delivered to the other party. If Owner

believes that any alleged termination is improper, Owner may file suit in the proper court challenging such termination. OWNER'S SOLE REMEDY WILL BE REINSTATEMENT OF THIS AGREEMENT AND SPECIFIC PERFORMANCE BY THE COUNTY. In the event of default which remains uncured after all applicable notice and cure periods, the County may pursue the remedies provided for in Paragraph IX(D) and (E) below or the preceding Paragraph IV(D), as applicable.

- B. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.
- C. The County shall notify Owner and any Lender (but only if the County has been provided with the name and notice information of the Lender) of any default by delivery of a Default Notice in the manner prescribed herein. The Default Notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified in Paragraph IX(A) above to cure any default. If Owner provides notice to the County of the existence of a Lender under Paragraph XI(E) and includes the Lender's contact information, then the County shall be required to deliver a copy of any Default Notice to the Lender at the same time that it delivers the Default Notice to Owner. Such Lender shall have the right to cure any Owner default on Owner's behalf and shall be entitled to the same cure periods provided for Owner under this Agreement.
- D. As required by section 312.205 of the Texas Tax Code, if an Owner default remains uncured after all applicable notice and cure periods, the County shall be entitled to cancel the Agreement and recover the property tax revenue abated under this Agreement through the cancellation date, less any and all PILOTs made by Owner to County under this Agreement. Owner agrees to pay such amounts within sixty (60) days after the cancellation of this Agreement.

- E. LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH IX(D) OF THIS AGREEMENT OR PARAGRAPH IV(D) OF THIS AGREEMENT (BUT LESS ANY AND ALL PILOTS MADE BY OWNER PRIOR TO CANCELLATION), ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.
- F. Any Default Notice delivered to Owner and any Lender under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE TAX ABATEMENT AGREEMENT AND, IF PERMITTED, RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

X. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute, or regulation of the County or the State of Texas.

XI. Assignment of Agreement

- A. The rights and responsibilities of Owner hereunder may be assigned, in whole or in part, only after obtaining the County's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner under this paragraph without first obtaining the consent of the County shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Article VIII above. Owner shall give forty-five (45) days' written notice of any such intended assignment to the County, and the County shall respond with its consent or refusal within thirty-five (35) days after receipt of Owner's notice

of assignment. If the County responds to Owner's notice of assignment with a refusal, the parties agree to work together in good faith to resolve the County's objections to the assignment. Owner's assignment of the Agreement shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County. Neither Owner's notice of an intended assignment nor the County's formal consent to an intended assignment shall constitute an assignment of the Agreement, and Owner's request for a consent to assignment shall not obligate Owner to assign the Agreement.

- B. No assignment under Paragraph XI(A) shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County or any other taxing jurisdiction in the County.
- C. The parties agree that a transfer of all or a portion of the ownership interests in Owner to a third party shall not require the consent of the County. However, Owner shall provide the County with written notice of any such assignment within thirty (30) days after completion of the assignment.
- D. Upon any assignment and assumption under Paragraph XI(A) of Owner's entire interest in the Agreement, Owner shall have no further rights, duties or obligations under the Agreement. Upon any assignment and assumption under Paragraph XI(A) of only a portion of Owner's interest in the Agreement (for example, if only portion of the Project and Improvements is transferred by Owner to a third party), then (i) each of Owner and each assignee of a portion of this Agreement shall be considered an Owner party under this Agreement, (ii) the County shall cause the property taxes owned by each of the Owner parties to be separately assessed, and (iii) neither of the Owner parties shall have any further rights, duties, or obligations under the Agreement as to the portion of the Project and Improvements owned by another Owner party.
- E. In addition to its rights under Paragraph XI(A), Owner may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project and Improvements to a Lender for the purpose of financing the operations of the Project and Improvements or constructing the Project and Improvements or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner takes any of the actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner provides the name and contact information of a Lender to the County, then the County shall be required to provide a copy to such Lender of all Notices delivered to Owner at the same time that the Notice is delivered to Owner. If Owner does not provide the name and contact information of a Lender to the County, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement.

XII. Notice

All Notices (including Default Notices) shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, by facsimile transmission, or by email. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile and email notices shall be effective upon receipt by the sender of an electronic confirmation. All Default Notices shall be given by at least two (2) methods of delivery and in a manner consistent with Section IX(F). All Notices (including Default Notices) shall be mailed or delivered to the following addresses:

To the Owner:

BT Majewski Storage , LLC
c/o Belltown Power Texas
13612 Midway Road
Suite 200
Farmers Branch, Texas 75244
Tel: 972-656-9180
Email: awillis@belltownpower.com

To the County:

County Judge
Rains County Courthouse
220 W Quitman St
Emory, TX 75440
Phone: 903-473-5000
Email: linda.wallace@co.rains.tx.us

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

XIII. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XIV. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any dispute hereunder shall be exclusively in the courts of the County.

XV. Amendment

This Agreement may be modified by the parties hereto upon mutual written consent pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XVI. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Guidelines and Criteria.

XVII. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise, except those contained herein.

XVIII. Relationship of the Parties

Owner enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Owner, or any of Owner's employees, look to Rains County as his/her employer, or as a partner, agent or principal. Neither Owner nor any of Owner's employees shall be entitled to any benefits accorded to Rains County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Owner shall be responsible for providing, at Owner's expense and election, and in Owner's name, unemployment, disability, worker's compensation and other insurance that Owner elects to provide, as well as all licenses and permits that are usual or necessary in connection with the Project and Improvements.

XIX. Local Outreach Plan

Owner shall comply with the provisions of the Local Outreach Plan.

XX. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but such counterparts together shall constitute one and the same instrument.

[remainder of this page intentionally blank]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

RAINS COUNTY, TEXAS

By: _____
Linda Wallace, County Judge

Date: _____

Attest:
County Clerk

[Signatures continue next page]

OWNER:

**BT Majewski Storage , LLC, a Delaware limited liability company
c/o Belltown Power Texas**

By: _____ Date: _____

Print Name:

Print Title:

Attachment A

Attached is the Order Designating the Rains County BT Majewski Storage Project Reinvestment Zone Number 1

Attachment B

Attached is a copy of the Guidelines and Criteria for Granting Tax Abatements.

Attachment C

Attached is a description of the Site.

Attachment D

Attached is the Local Outreach Plan.

Attachment E

A list of County Roads to be utilized by Owner during the development of the Project and Improvements is provided below.

Attachment F

Attached is Title 6, Chapter 302 of the Texas Utilities Code

Attachment G

List of Anticipated Equipment for the Project and Improvements

1. Concrete Foundations
2. Batteries
3. Containers
4. Transformers
5. Inverters
6. Cabling
7. Substation

LEGAL DESCRIPTION

BEING 30.00 acres of land, situated in the Dolores Padillo Survey, Abstract No. 286, Rains County, Texas, being all of a called 30.00 acre tract described in a deed to Don Majewski and Donald P. Majewski as recorded in Volume 573, Page 597, Deed Records, Rains County, Texas, (D.R.R.C.T.) and being more fully described by Metes and Bounds as follows:

BEGINNING at a 1/2" Iron rod found at the northwest corner of said 30.00 acre tract, on the east line of a called 42.71 acre tract described in a deed to Suzette Marie Rogers as recorded in Instrument No. 2021-3689, Official Public Records, Rains County, Texas, (O.P.R.D.C.T.), and at the southwest corner of a called 8.33 acre tract described in a deed to Natalia Chamanova as recorded in Instrument No. 2022-2111, O.P.R.R.C.T., from which a 1/2" orange capped iron rod stamped (TRI-POINT) found at an ell corner of said 42.71 acre tract and at the southwest corner of said 8.33 acre tract, bears S 88°44'09" W a distance of 22.19 feet for reference;

THENCE N 88°25'52" E, along a north line of said 30.00 acre tract, the south line of said 8.33 acre tract, and generally along Rains County Road No. 3410 a distance of 415.80 feet to a 1/2" yellow capped iron rod stamped (DATAPOINT #10194585) set at a northeast corner of said 30.00 acre tract, on the south line of said 8.33 acre tract, at the northwest corner of the remainder of a called 40.00 acre tract described in a deed to Shannon J. White as recorded in Volume 471, Page 690, O.P.R.R.C.T., and in said county road, from which a mag nail found at the southeast corner of said 8.33 acre tract, on the north line of said remainder of called 40.00 acre tract, and at the intersection of Rains County Road No. 3410 and Rains County Road No. 3425, bears N 88°26'18" E a distance of 159.53 feet for reference;

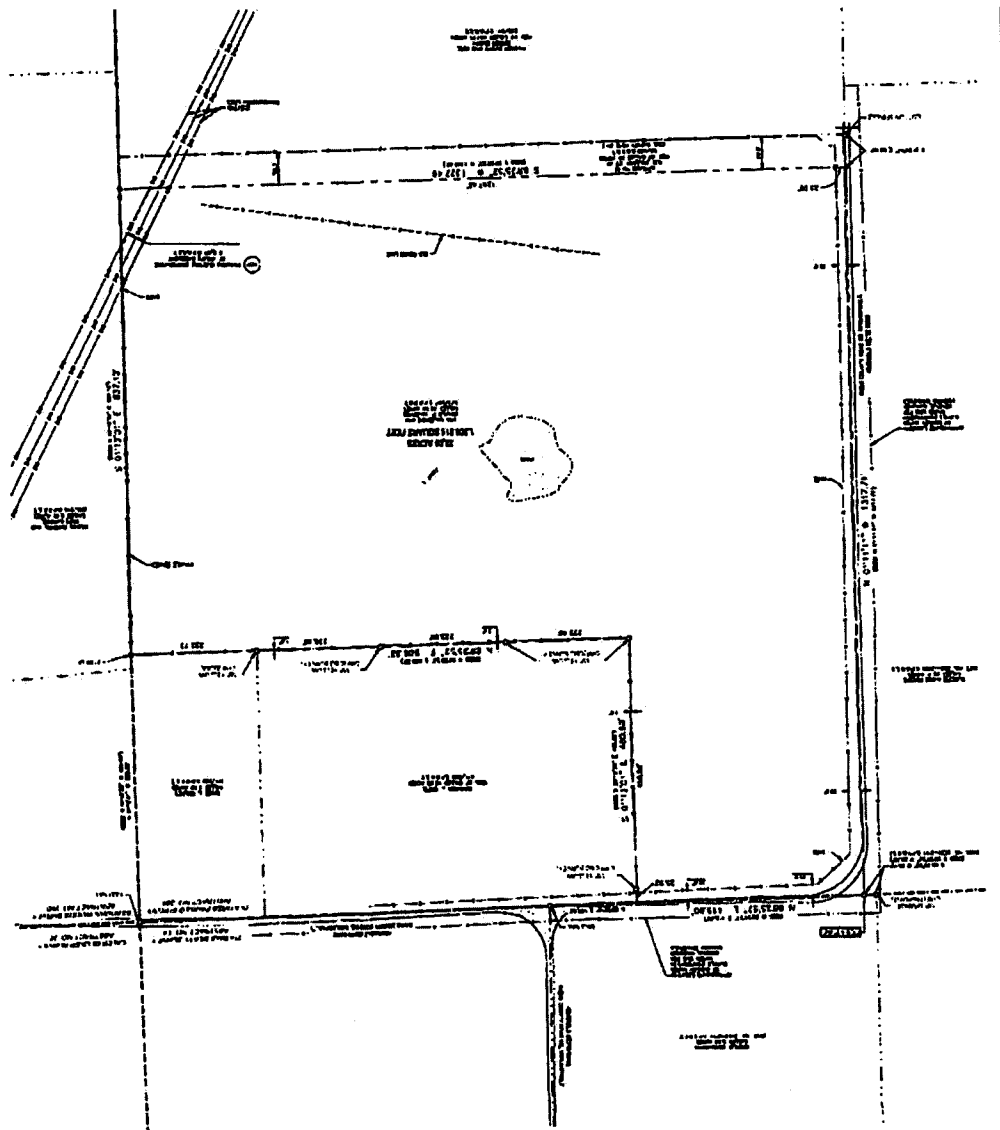
THENCE S 01°12'01" E, along an east line of said 30.00 acre tract, the west line of said remainder of a called 40.00 acre tract, and departing said road, at 25.02 feet passing a 1/2" yellow capped iron rod stamped (CBG SURVEY) found on the south line of said Rains County Road No. 3410, continuing along said course in all a total distance of 480.60 feet to a 1/2" yellow capped iron rod stamped (CBG SURVEY) found at an ell corner of said 30.00 acre tract and at the southwest corner of said remainder of a called 40.00 acre tract;

THENCE N 88°25'52" E, along a north line of said 30.00 acre tract and the south line of said remainder of a called 40.00 acre tract, at 226.48 feet passing a 1/2" yellow capped iron rod stamped (CBG SURVEY) found for reference, continuing along said course, at 453.16 feet passing a 1/2" yellow capped iron rod stamped (CBG SURVEY) found for reference, continuing along said course, at 679.65 feet passing a 1/2" yellow capped iron rod stamped (DC&A) found at the southeast corner of said remainder of a called 40.00 acre tract and at the southwest corner of a called 2.50 acre tract described in a deed to David L. Walker as recorded in Volume 511, Page 282, O.P.R.D.C.T., continuing along said course and the south line of said 2.50 acre tract in all a total distance of 906.38 feet to a 3" metal fence corner post found at a northeast corner of said 30.00 acre tract, at the southeast corner of said 2.50 acre tract, and on a west line of a called 6.91 acre tract described in a deed to William Carroll and Vicki Carroll as recorded in Volume 509, Page 214, O.P.R.D.C.T., from which a 100d nail found at the northeast corner of said 2.50 acre tract and in said Rains County Road No. 3425, bears N 01°12'41" W a distance of 480.60 feet for reference;

THENCE S 01°12'01" E, along an east line of said 30.00 acre tract, a west line of said 6.91 acre tract, and generally along a fence a distance of 837.10 feet to a 1/2" yellow capped iron rod stamped (DATAPOINT #10194585) set at the southeast corner of said 30.00 acre tract, on a west line of said 6.91 acre tract, and at the northeast corner of the remainder of a called 80 acre tract described in a deed to W.B. McLeroy, et ux, as recorded in Volume 58, Page 430, D.R.D.C.T.;

THENCE S 88°25'52" W, along the south line of said 30.00 acre tract and the north line of said remainder of a called 80 acre tract, at 1297.49 feet passing a 1/2" yellow capped iron rod stamped (DATAPOINT #10194585) set on the east line of said Rains County Road No. 3410, continuing in all a total distance of 1322.49 feet to a 1/2" yellow capped iron rod stamped (DATAPOINT #10194585) set at the southwest corner of said 30.00 acre tract, at the northwest corner of said remainder of a called 80 acre tract, on an east line of said 42.71 acre tract, and in said Rains County Road No. 3410, from which a cotton spindle found at the southwest corner of said remainder of a called 80 acre tract, at the northwest corner of a called 40.175 acre tract described in a deed to Patrick Embry and wife, Esther Embry as recorded in Volume 538, Page 641, O.P.R.D.C.T., on the east line of said 42.71 acre tract, and in said Rains County Road No. 3410, bears S 01°09'47" E a distance of 58.69 feet for reference;

THENCE N 01°11'11" W, along the west line of said 30.00 acre tract, the east line of said 42.71 acre tract, and generally along said Rains County Road No. 3410 a distance of 1317.71 feet to the POINT OF BEGINNING, containing 1,306,815 Square Feet and/or 30.00 acres of land, more or less.





UTILITIES CODE

TITLE 6. PRIVATE POWER AGREEMENTS

CHAPTER 302. SOLAR POWER FACILITY AGREEMENTS

Sec. 302.0001. DEFINITIONS. In this chapter:

- (1) "Grantee" means a person, other than an electric utility, as defined by Section 31.002, who:
- (A) leases property from a landowner; and
 - (B) operates a solar power facility on the property.
- (2) "Solar energy device" has the meaning assigned by Section 185.001.
- (3) "Solar power facility" includes:
- (A) a solar energy device; and
 - (B) a facility or equipment, other than a facility or equipment owned by an electric utility, as defined by Section 31.002, used to support the operation of a solar energy device, including an underground or aboveground electrical transmission or communications line, an electric transformer, a battery storage facility, an energy storage facility, telecommunications equipment, a road, a meteorological tower, or a maintenance yard.
- (4) "Solar power facility agreement" means a lease agreement between a grantee and a landowner that authorizes the grantee to operate a solar power facility on the leased property.

Added by Acts 2021, 87th Leg., R.S., Ch. 582 (S.B. 760), Sec. 2, eff. September 1, 2021.

Sec. 302.0002. APPLICABILITY. This chapter applies only to a solar power facility that is a generation asset as defined by Section 39.251.

Added by Acts 2021, 87th Leg., R.S., Ch. 582 (S.B. 760), Sec. 2, eff. September 1, 2021.

Sec. 302.0003. WAIVER VOID; REMEDIES. (a) A provision of a solar power facility agreement that purports to waive a right or exempt a grantee from a liability or duty established by this chapter is void.

(b) A person who is harmed by a violation of this chapter is entitled to appropriate injunctive relief to prevent further violation of this chapter.

(c) The provisions of this section are not exclusive. The remedies provided in this section are in addition to any other procedures or remedies provided by other law.

Added by Acts 2021, 87th Leg., R.S., Ch. 582 (S.B. 760), Sec. 2, eff. September 1, 2021.

Sec. 302.0004. REQUIRED AGREEMENT PROVISIONS ON FACILITY REMOVAL. (a) A solar power facility agreement must provide that the grantee is responsible for removing the grantee's solar power facilities from the landowner's property and that the grantee shall, in accordance with any other applicable laws or regulations, safely:

(1) clear, clean, and remove from the property each solar energy device, transformer, and substation;

(2) for each foundation of a solar energy device, transformer, or substation installed in the ground:

(A) clear, clean, and remove the foundation from the ground to a depth of at least three feet below the surface grade of the land in which the foundation is installed; and

(B) ensure that each hole or cavity created in the ground by the removal is filled with soil of the same type or a similar type as the predominant soil found on the property;

(3) for each buried cable, including power, fiber-optic, and communications cables, installed in the ground:

(A) clear, clean, and remove the cable from the ground to a depth of at least three feet below the surface grade of the land in which the cable is installed; and

(B) ensure that each hole or cavity created in the ground by the removal is filled with soil of the same type or a similar type as the predominant soil found on the property; and

(4) clear, clean, and remove from the property each overhead power or communications line installed by the grantee on the property.

(b) The agreement must provide that, at the request of the landowner, the grantee shall:

(1) clear, clean, and remove each road constructed by the grantee on the property; and

(2) ensure that each hole or cavity created in the ground by the removal is filled with soil of the same type or a similar type as the predominant soil found on the property.

(c) The agreement must provide that, at the request of the landowner, if reasonable, the grantee shall:

(1) remove from the property all rocks over 12 inches in diameter excavated during the decommissioning or removal process;

(2) return the property to a tillable state using scarification, V-rip, or disc methods, as appropriate; and

(3) ensure that:

(A) each hole or cavity created in the ground by the removal is filled with soil of the same type or a similar type as the predominant soil found on the property; and

(B) the surface is returned as near as reasonably possible to the same condition as before the grantee dug holes or cavities, including by reseeding pastureland with native grasses prescribed by an appropriate governmental agency, if any.

(d) The landowner shall make a request under Subsection (b) or (c) not later than the 180th day after the later of:

(1) the date on which the solar power facility is no longer capable of generating electricity in commercial quantities; or

(2) the date the landowner receives written notice of intent to decommission the solar power facility from the grantee.

Added by Acts 2021, 87th Leg., R.S., Ch. 582 (S.B. 760), Sec. 2, eff. September 1, 2021.

Sec. 302.0005. REQUIRED AGREEMENT PROVISIONS ON FINANCIAL ASSURANCE. (a) A solar power facility agreement must provide that the grantee shall obtain and deliver to the landowner evidence of financial assurance that conforms to the requirements of this section to secure the performance of the grantee's obligation to remove the grantee's solar power facilities located on the landowner's property as described by Section 302.0004. Acceptable forms of financial assurance include a parent company guaranty with a minimum investment grade credit rating for the parent company issued by a major domestic credit rating agency, a letter of credit, a bond, or another form of financial assurance reasonably acceptable to the landowner.

(b) The amount of the financial assurance must be at least equal to the estimated amount by which the cost of removing the solar power facilities from the landowner's property and restoring the property to as near as reasonably possible the condition of the property as of the date the agreement begins exceeds the salvage value of the solar power facilities, less any portion of the value of the solar power facilities pledged to secure outstanding debt.

(c) The agreement must provide that:

(1) the estimated cost of removing the solar power facilities from the landowner's property and restoring the property to as near as reasonably possible the condition of the property as of the date the agreement begins and the estimated salvage value of the solar

power facilities must be determined by an independent, third-party professional engineer licensed in this state;

(2) the grantee must deliver to the landowner an updated estimate, prepared by an independent, third-party professional engineer licensed in this state, of the cost of removal and the salvage value:

(A) on or before the 10th anniversary of the commercial operations date of the solar power facilities; and

(B) at least once every five years after the commercial operations date of the solar power facilities for the remainder of the term of the agreement; and

(3) the grantee is responsible for ensuring that the amount of the financial assurance remains sufficient to cover the amount required by Subsection (b), consistent with the estimates required by this subsection.

(d) The grantee is responsible for the costs of obtaining financial assurance described by this section and costs of determining the estimated removal costs and salvage value.

(e) The agreement must provide that the grantee shall deliver the financial assurance not later than the earlier of:

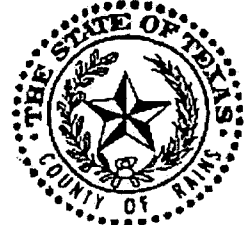
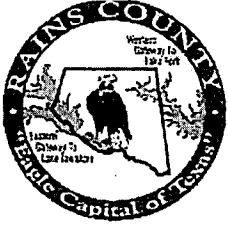
(1) the date the solar power facility agreement is terminated; or

(2) the 20th anniversary of the commercial operations date of the solar power facilities located on the landowner's leased property.

(f) For purposes of this section, "commercial operations date" means the date on which the solar power facilities are approved for participation in market operations by a regional transmission organization and does not include the generation of electrical energy or other operations conducted before that date for purposes of maintenance and testing.

(g) The grantee may not cancel financial assurance before the date the grantee has completed the grantee's obligation to remove the grantee's solar power facilities located on the landowner's property in the manner provided by this chapter, unless the grantee provides the landowner with replacement financial assurance at the time of or before the cancellation. In the event of a transfer of ownership of the grantee's solar power facilities, the financial security provided by the grantee shall remain in place until the date evidence of financial security meeting the requirements of this chapter is provided to the landowner.

Added by Acts 2021, 87th Leg., R.S., Ch. 582 (S.B. 760), Sec. 2, eff. September 1, 2021.



**STATE OF TEXAS
COUNTY OF RAINS
COMMISSIONERS COURT
Resolution #9-2023**

RESOLUTION OF THE COURT

**A RESOLUTION OF THE COMMISSIONERS COURT OF RAINS
COUNTY, TEXAS ELECTING TO PARTICIPATE IN TAX
ABATEMENT AGREEMENTS, AND AMENDING GUIDELINES AND
CRITERIA GOVERNING TAX ABATEMENT FOR ECONOMIC
DEVELOPMENT PROSPECTS IN THE COUNTY OF RAINS.**

RESOLUTION WHEREAS, § 312.002, Texas Tax Code, requires a taxing unit to adopt a resolution establishing guidelines and criteria governing tax abatement agreements and stating that the taxing unit elects to become eligible to participate in tax abatement; and

WHEREAS, the Commissioners Court of Rains County has previously expressed its intent to consider tax abatements and adopted Tax Abatement Guidelines and Criteria; and

WHEREAS, pursuant to § 312.002, the Tax Abatement Guidelines and Criteria are effective for two years unless amended or repealed by a three-quarters vote of the Commissioners Court; and

WHEREAS, the Rains County Commissioners Court desires to adopt amended Tax Abatement Guidelines and Criteria; and,

WHEREAS, the Rains County Commissioners Court elects to continue to be eligible to participate in tax abatement.

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

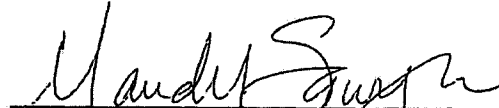
PART 1: The County of Rains elects to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code, that the previous guidelines and criteria for granting tax abatements are hereby amended, and that the amended Guidelines and Criteria attached as Exhibit "A" to this resolution for granting tax abatements in designated Tax Abatement Reinvestment Zones are hereby adopted.

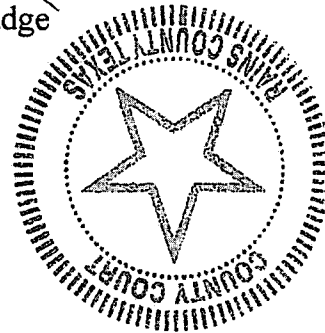
PART 2: That this resolution shall be effective immediately from and after its passage.

APPROVED AND ADOPTED by the Rains County Commissioners Court on this the 24th day of August, 2023.


Linda Wallace, Rains County Judge

Attest:


Mandy Sawyer, County Clerk



**GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN
REINVESTMENT ZONES
RAINS COUNTY, TEXAS**

I. PURPOSE

Rains County, hereinafter referred to as "County" is committed to the promotion of quality development in all parts of the County and to improving the quality of life for its citizens. In order to help meet these goals, the County will consider recommending tax incentives, which may include the designation of reinvestment zones, accepting applications for tax abatement, and entering into tax abatement agreements to stimulate growth and development.

It is the intent of the County that such incentives will be provided in accordance with the procedures and criteria in this document and in Chapter 312 of the Texas Tax Code. However, nothing in these Guidelines and Criteria shall imply or suggest to be construed to imply or suggest that tax entities are under any obligation to provide any incentives to any applicant. All such applicants for tax incentives shall be considered on an individual basis for both the qualification for tax abatement and the amount of any tax abatement. The adoption of these Guidelines and Criteria shall not create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

Only that increase in the fair market value of the property directly resultant from the development, redevelopment, and improvement specified in the contract will be eligible for abatement. All abatement contracts will be for a term no longer than allowed by law. Additionally, the Rains County Commissioners Court reserves the right to negotiate a tax abatement agreement in order to compete favorably with other communities.

II. DEFINITIONS

The attached Glossary is a list of words with their definitions that are found in this document, and the Glossary is incorporated herein by reference.

III. GUIDELINES AND CRITERIA

In order to be eligible for designation as a reinvestment zone and to receive tax abatement, the planned improvement as a minimum must meet the following:

- (a) Be an authorized Facility. A Facility may be eligible for abatement if it is a(n):

Aquaculture/Agriculture Facility
Distribution Center Facility
Manufacturing Facility
Office Building
Regional Entertainment/Tourism Facility

- (b) **Creation of New Value.** Abatement may only be granted for the additional value of eligible property improvements made subsequent to the filing of an application for tax abatement and specified in the abatement agreement between the County and the owner or lessee (and lessor if required pursuant to IV(f)) of the facility or improvements receiving the abatement, all subject to such limitations as the Guidelines and Criteria may require.
- (c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion. If the modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).
- (d) **Eligible Property.** Abatement may be extended to the value of the following: new, expanded, replaced or modernized buildings and structures; fixed machinery and equipment; site improvements; office space and related fixed improvements necessary to the operation and administration of the facility; and all other real and tangible personal property as permitted by Chapter 312 of the Texas Tax Code.
- (e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for abatement:
 - i. Land
 - ii. Animals
 - iii. Inventories
 - iv. Supplies
 - v. Tools
 - vi. Furnishings and other forms of movable personal property other than machinery and equipment that are in essential part of the facility or improvements receiving abatement
 - vii. Vehicles
 - viii. Vessels
 - ix. Aircraft
 - x. Housing or residential property
 - xi. Fauna
 - xii. Flora
 - xiii. Deferred Maintenance investments
 - xiv. Property to be rented or leased (except as provided in Part IV(f),
 - xv. Any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility, and
 - xvi. Property owned or used by the State of Texas or its political subdivision or by any organization owned, operated or directed by a political subdivision of the State of Texas.
- (f) **Owned/Leased Facilities.** If a leased facility or leased improvements are granted an abatement, the agreement shall be executed with the lessor and lessee of the facility or

(c) The proposed number of employees to be employed at the abatement facility as stated in the abatement application for the property that is the subject of the tax abatement agreement (including the projected creation or retention of employment) must be maintained for the duration of the abatement period at the abated facility site. For purposes of this subsection, in order for a planned improvement to be considered as preventing the loss of employment or retaining employment, the abated facility/project must be necessary in order to retain or keep employment at levels as indicated in the application and in order to retain the proposed number of employees at the abated facility as indicated in the application. The owner/Applicant seeking to qualify on the basis of retention or preventing loss of employment must provide a detailed statement as an attachment to its application affirmatively representing compliance with this sub-subsection and explaining the necessity of this project to prevent loss of employment. Any variance from the requirements of this sub-section is subject to approval of Commissioners Court in accordance with the variance section of these Guidelines & Criteria.

(d) Full-time employee creation requirements for Renewable Energy and/or Energy Storage Facilities shall be determined on a case by case basis by the Commissioners Court.

- (2) Must be not expected to solely or primarily have the effect of transferring employment from one part of the county to another part of the county. A variance may be requested relative to this provision which approval shall be at the sole discretion of the County.
- (3) Must be necessary because capacity cannot be provided efficiently utilizing existing improved property.

Additionally, the owner of the project:

- (4) Will be wholly responsible for all County roads and right-of-way (including bridges, culverts, ditches, etc.) and damage caused thereto as a result of the construction of or of an on-going maintenance and operations of the Abated Facility Site as well as associated facilities to the Abated Facility Site, including but not limited to, the following:
 - a. Cost to maintain the roads, if needed, utilized for construction of the Abated Facility Site in an effort to keep the road safe for the traveling public will be tracked by Rains County and invoiced on a regular basis to the Abatee.
 - b. Cost to reconstruct the roadway, if needed, will be actual costs to repair the County roads and right-of-way incurred by the County and invoiced to the Abatee. These costs will include all construction costs as well as all related professional services for the repair work.
 - c. Cost associated with the issuance of a County driveway permit, which shall be required in the event the project is accessed directly by a County Road. Owner agrees to promptly submit a completed County driveway permit application

- (e) A request for reinvestment zone for the purpose of abatement shall not be granted by the County if the County finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of taxable improvements related to a proposed modernization expansion or new facility. Before the Rains County Commissioners Court holds a public hearing to designate a reinvestment zone it shall do the following:
 - (1) Not later than the seventh day before the date of the hearing, publish notice of the hearing in a newspaper having general circulation in the County; and
 - (2) Not later than the seventh day before the date of the hearing, deliver written notice of the hearing to the presiding officer of the governing body of each taxing unit that includes in its boundaries any real property that is to be included in the proposed reinvestment zone.
- (f) Requested Variances. Requests for variance from any provision of these Guidelines and Criteria may be made in written form to the Rains county Commissioners' Court. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths (3/4) vote of the Rains County Commissioners Court.
- (g) Deemed Variances. The Rains County Commissioners' Court may approve a tax abatement agreement that varies from any requirement in these Guidelines and Criteria so long as such variance is permitted by Chapter 312 of the Texas Tax Code. Any aspect of a tax abatement agreement duly authorized and approved by the Rains County Commissioners' Court that varies in any respect from any requirement in these Guidelines and Criteria shall be deemed to have been granted a variance from the Guidelines and Criteria by the Court. It is the express intention of the Rains County Commissioners Court that no tax abatement agreement that has been duly authorized and approved by the Court shall be challenged or held to be invalid because such authorized and approved tax abatement agreement varies from any requirement contained in these Guidelines and Criteria.

VI. PUBLIC HEARING

- (a) Should any Affected Jurisdiction be able to show cause in the public hearing why the granting of abatement by the County will have a substantial adverse effect on its bonds, tax revenue, service incapacity or the provision of service, that showing shall be considered by the Rains County Commissioners' Court when deciding to approve or disapprove of the application for tax abatement.
- (b) Neither a reinvestment zone nor an abatement shall be authorized if it is determined that:
 - (1) There would be a substantial adverse effect on the provision of a government service or the tax base of an Affected Jurisdiction;
 - (2) The applicant has insufficient financial capacity to construct and operate the proposed facility or improvements;

VIII. RECAPTURE

- (a) In the event that the facility or improvements are completed and begin operating but subsequently discontinue operating for any reason excepting a force majeure event (as such event may be more specifically defined in the tax abatement) for a period of more than one (1) year during the abatement period, then the abatement agreement shall terminate along with the abatement of taxes for the calendar year during which the agreement is terminated. The taxes otherwise abated for that calendar year shall be paid to the County within sixty (60) days from the date of termination. The County is permitted to enter into a tax abatement agreement that varies from the provisions of this paragraph without being deemed to be in violation of the Guidelines and Criteria so long as the agreement provides for the recapture of property taxes in the event that the approved facility or improvements discontinue operations during the period of tax abatement.
- (b) If the County determines that a party to a tax abatement agreement is in default according to the terms and conditions of its agreement, the County shall notify the party in writing at the address stated in the agreement, and if such is not cured within (60) days from the date of such notice, then the agreement shall be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination. Further, it will be a default under a tax abatement granted pursuant to these Guidelines and Criteria if the owner of the eligible property subject to the abatement is delinquent in paying any undisputed taxes to any taxing authority in Rains County, Texas. The County is permitted to enter into a tax abatement agreement that varies from the provision of this paragraph without being deemed to be in violation of these Guidelines and Criteria so long as the agreement provides for the recapture of property tax in the event that the applicant named in the tax abatement agreement defaults in its obligations under the agreement.

IX. ADMINISTRATION

- (a) The Chief Appraiser of the Rains County Appraisal District shall annually determine an assessment of any real and/or personal property that is the subject of a tax abatement agreement. Each party to a tax abatement agreement shall be required to furnish the assessor with such information as may be necessary to determine an assessment. Once a value has been established, the Chief Appraiser shall notify the Affected Jurisdictions of the appraised value.
- (b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility or improvements that are the subject of the agreement during the term of the abatement to inspect the facility or improvements to determine if the terms and conditions of the agreement are being met. The terms, guidelines, and requirements concerning inspections shall be set forth in the abatement agreement.

- (b) These Guidelines and Criteria do not amend any existing Industrial District Contracts or agreements with the owners of real property in areas deserving of specific attention as agreed by the Affected Jurisdiction.

XII. SEVERABILITY AND LIMITATIONS

- (a) In the event that any section, clause, sentence, paragraph or any part of these Guidelines and Criteria shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.
- (b) Property that is located in a reinvestment zone and that is owned or leased by a person who is a member of the Commissioners Court may not be subject to a tax abatement agreement entered into with the County.
- (c) If these Guidelines and Criteria have omitted any mandatory requirements of the applicable tax abatement laws of the State of Texas, then such requirements are hereby incorporated as a part of these Guidelines and Criteria.

XIII. TAX ABATEMENT DETERMINATION

- (a) Nothing herein shall imply or suggest Rains County is under any obligation or duty to provide tax abatement to any applicant, and reserves the right to make exceptions, approve, and deny based on concerns including, however not limited to environmental and quality of life issues and/or compatibility with the economic goals and objectives of Rains County.

GLOSSARY:

- (a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real or tangible personal property in a reinvestment zone designated by the County or a municipality for economic development purposes.
- (b) "Aquaculture/Agriculture Facility" means building, structures and major earth structure improvements, including fixed machinery and equipment, the primary purposes of which is of food and/or fiber products in commercially marketable quantities.
- (c) "Affected Jurisdiction" means Rains County and any municipality, or school district, the majority of which is located in Rains County that levies ad valorem taxes upon and/or provides services to property located within the proposed or existing reinvestment zone designated by Rains County or any municipality.
- (d) "Agreement" means a contractual agreement between a property owner and/or lessee and the County for the purpose of tax abatement.

- (p) "Regional Entertainment/Tourism Facility" means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment and/or tourism related services, from which a majority of revenues generated by activity at the facility are derived from outside Rains County.
- (q) "Research Facility" means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production process thereto.
- (r) "Regional Service Facility" means buildings and structures, including fixed machinery and equipment, used or to be used to provide a service from which a majority of revenues generated by activity at the facility are derived from outside Rains County.
- (s) "Renewable Energy Facility" means buildings and structures, including but not limited to electricity generating equipment (such as wind turbines or photovoltaic solar panels), electric transmission lines, electric power substations, electrical gathering equipment, communications systems and roads, fixed machinery and equipment, used or to be used to provide electrical energy, and which meet the definition of "Renewable Energy Electric Generation" in Chapter 313 of the Texas Tax Code.

LOCAL OUTREACH PLAN

A. In connection with the procurement, site preparation, construction and operation of the Project and Improvements in Rains County, Owner and its agents shall make, and cause its general contractor to make, commercially reasonable attempts to:

1. Utilize qualified and experienced Rains County individuals and businesses for materials, labor and services, provided that nothing in this paragraph shall require Owner to use services and supplies that are not of similar quality to those provided by residents of businesses outside of Rains County or are not made available on terms and/or at prices comparable to those offered by residents or businesses outside of Rains County; and
2. In filling positions of employment connected with the Project and Improvements, Owner and its contractors and agents shall use commercially reasonable efforts to employ qualified and experienced individuals who reside within the borders of Rains County, provided that nothing in this paragraph shall require Owner or its contractors or agents to employ Rains County residents who are not (i) equally or more qualified than nonresidents; and (ii) are not available for employment on terms and/or at salaries comparable to those required by nonresidents.

B. In no event shall Owner or its contractors discriminate against Rains County residents or businesses in employment or in the purchase of goods and services in connection with the construction of the Project and Improvements in Rains County.

C. Owner and its general contractor for the Project and Improvements shall hold a job and contracting information session in Emory, Texas, prior to beginning physical construction of the Project and Improvements at which information will be provided regarding the construction and hiring needs of the Project and Improvements.

D. Notwithstanding the forgoing, Rains County acknowledges that Owner shall engage a nationally recognized battery storage contractor to act as the general/prime contractor of the Project and Improvements, and that Owner or such contractor shall procure specialty equipment and specialty materials, including but not limited to batteries, substation equipment, inverters, ventilation, fire suppression, and container housing directly from the manufacturers or distributors of such equipment and materials. The parties agree that such actions shall not in any way violate this Local Outreach Plan.

E. Owner conclusively shall be deemed to comply with this Local Outreach Plan so long as it holds a job and contracting information session as described in paragraph C above and actively solicits proposals from Local contractors or subcontractors and makes its selection using reasonable discretion based on economic, commercial, practical, or similar considerations.

Attachment G

List of Equipment included in the Project and Improvements

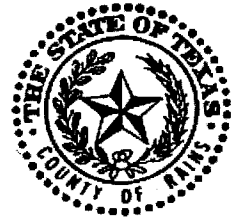
The current scope of the project is contemplated to include:

- Batteries
- Battery Containers
- Large Storage Racks
- HVAC System
- Electrical Transmissio Cables
- Inverters
- Transformers



COUNTY OF RAINS
ROAD & BRIDGE ADMINISTRATION

1293 S. State Highway 19
P.O. Box 185
Emory, Texas 75440
Phone (903) 473-5099 Fax (903) 473- 5070
Ronnie.morgan@co.rains.tx.us
Road and Bridge Administrator



July 22, 2024

Farmers Electric Cooperative
2000 Interstate 30 East
Greenville, Texas 75402-9084
Attn: MS. Shaya Smith
Project Coordinator

Dear Ms. Shaya Smith:

RE: Notice of Proposed Construction across Rains County Road 1610 for FEC Member CS INVESTMENTS GROUP LLC. and Work Order No. 2024022081 as shown by sketches sent to us. All road crossings will have a minimum vertical crossing of twenty-two (22) feet.

It is expressly understood that Rains County does not purport, hereby, to grant any right, claim, title, or easement in or upon the right-of-way. A permit is hereby granted for continuous use with the following conditions:

- of
provisions must
property owner.
1. All work within County Road right-of-way shall be performed in accordance with County instructions. Areas trenched within the road right-of-way for the installation utility lines/cables or other services must be returned to their original condition. The installation of any utility shall not damage the roadway and adequate be made to cause minimum inconvenience to traffic and adjacent
 2. All water and gas lines across County Roads shall be bored and encased, all other utility installations shall be bored:
 3. The owner, his heirs or assigns shall bear expense of removal or relocations should Rains County require same for purposes of improving or widening the road, or in the event said road shall become a Farm-to-Market Road or Highway.
 4. Rains County, its employees, agents, or assigns will be held harmless of all claims, actions or damages of every kind and description which may accrue to be suffered by

any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of any installation, maintenance or operation or by improper occupancy or right-of-way or public place or public structure, and in case any suit or action is brought against Rains County for damages arising out of reason of any of the above causes.

5. Farmers Electric Cooperative (Grantee), its successors or assigns will be upon notice to him or them of commencement of such action, defend the same at this or their own expense and will satisfy any judgment after said suit or action shall have finally determined if adverse to Rains County.
6. Rains County, its employees and agents will at no time be held liable for any damage or injury done to property of Farmers Electric Cooperative (Grantee), whether in contract or in tort, which may result from improving and/or maintaining county roads; and
7. The job superintendent must contact Rains County Road and Bridge Administrator to schedule a meeting at the job-site 48 hours prior to commencing work The Administrator, Ronnie Morgan can be contacted at (903) 473-5099 (8:00 a.m. 4:00 p.m.)

Approved by Rains County Road and Bridge Administrator this July 22, 2024. The construction crew should have a copy of this letter in it's possession during construction.

Regards,

Ronnie Morgan

Rains County Road and Bridge Administrator

RM/CHP



Rains County, TX

Payables 07-25-2024

By Purchased From Vendor

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: 3AM HOLDINGS DBA POSTCOM					
3AM HOLDINGS DBA POSTCO	100000812	07/25/2024	Microsoft	002-1090-57170	150.00
3AM HOLDINGS DBA POSTCO	100000858	07/25/2024	Battery Backup	002-1060-52220	119.00
3AM HOLDINGS DBA POSTCO	100000863	07/25/2024	IT SERVICES	002-1175-57130	1,725.00
3AM HOLDINGS DBA POSTCO	100000882	07/25/2024	SHRF-IT SERVICES	002-1175-57130	1,150.00
3AM HOLDINGS DBA POSTCO	100000897	07/25/2024	MONTHLY CYBER SECURITY	002-1175-57180	160.00
3AM HOLDINGS DBA POSTCO	100000910	07/25/2024	MONTHLY CYBER SECURITY	002-1175-57180	80.00
Purchased From Vendor 3AM HOLDINGS DBA POSTCOM Total:					3,384.00
Purchased From Vendor: ADOBE SYSTEMS					
CITIBANK	3651564153	07/25/2024	EnvEnf-Adobe	054-1115-57170	575.76
CITIBANK	3651564153 7/24	07/25/2024	Adobe	002-1005-57180	19.99
CITIBANK	3651564153 7/24	07/25/2024	Adobe	002-1030-57180	71.97
CITIBANK	3651564153 7/24	07/25/2024	Adobe	002-1060-57180	21.34
CITIBANK	3651564153 7/24	07/25/2024	Adobe	002-1065-57180	19.99
CITIBANK	3651564153 7/24	07/25/2024	Adobe	002-1065-57180	19.99
CITIBANK	3651564153 7/24	07/25/2024	Adobe	002-1065-57180	19.99
CITIBANK	3651564153 7/24	07/25/2024	Adobe	002-1080-57180	19.99
CITIBANK	3651564153 7/24	07/25/2024	Adobe	002-1114-57180	19.99
CITIBANK	3651564153 7/24	07/25/2024	Adobe	002-1115-57180	19.99
CITIBANK	3651564153 7/24	07/25/2024	Adobe Tax	002-1115-57180	47.50
CITIBANK	3651564153 Credit	07/25/2024	Adobe	002-1115-57180	-13.79
Purchased From Vendor ADOBE SYSTEMS Total:					842.71
Purchased From Vendor: AFLAC					
AFLAC	INV0000005	07/10/2024	PY AFLAC Accident (AfterTax)	002-21320	5.94
AFLAC	INV0000006	07/10/2024	PY AFLAC Accident (Pre-Tax) D	002-21320	114.55
AFLAC	INV0000006	07/10/2024	PY AFLAC Accident (Pre-Tax) D	010-21320	31.68
AFLAC	INV0000006	07/10/2024	PY AFLAC Accident (Pre-Tax) D	034-21320	16.20
AFLAC	INV0000007	07/10/2024	PY AFLAC Cancer (Pre-Tax) De	002-21320	116.58
AFLAC	INV0000007	07/10/2024	PY AFLAC Cancer (Pre-Tax) De	010-21320	18.63
AFLAC	INV0000008	07/10/2024	PY AFLAC Hospital (Pre-Tax) D	002-21320	21.12
AFLAC	INV0000009	07/10/2024	PY AFLAC Life (After Tax) Dedu	002-21320	31.32
AFLAC	INV0000010	07/10/2024	PY AFLAC Spec Event (Pre-Tax)	002-21320	32.82
AFLAC	INV0000038	07/24/2024	PY AFLAC Accident (AfterTax)	002-21320	5.94
AFLAC	INV0000039	07/24/2024	PY AFLAC Accident (Pre-Tax) D	002-21320	114.55
AFLAC	INV0000039	07/24/2024	PY AFLAC Accident (Pre-Tax) D	010-21320	31.68
AFLAC	INV0000039	07/24/2024	PY AFLAC Accident (Pre-Tax) D	034-21320	16.20
AFLAC	INV0000040	07/24/2024	PY AFLAC Cancer (Pre-Tax) De	002-21320	116.58
AFLAC	INV0000040	07/24/2024	PY AFLAC Cancer (Pre-Tax) De	010-21320	18.63
AFLAC	INV0000041	07/24/2024	PY AFLAC Hospital (Pre-Tax) D	002-21320	21.12
AFLAC	INV0000042	07/24/2024	PY AFLAC Life (After Tax) Dedu	002-21320	31.32
AFLAC	INV0000043	07/24/2024	PY AFLAC Spec Event (Pre-Tax)	002-21320	32.82
Purchased From Vendor AFLAC Total:					777.68
Purchased From Vendor: ALLIED NATIONAL INSURANCE					
ALLIED NATIONAL INSURANCE	INV0000011	07/10/2024	PY Dependant Dental Employ	002-21225	385.42
ALLIED NATIONAL INSURANCE	INV0000011	07/10/2024	PY Dependant Dental Employ	010-21225	61.39
ALLIED NATIONAL INSURANCE	INV0000012	07/10/2024	PY Dental Employer Portion	002-21225	2,116.61
ALLIED NATIONAL INSURANCE	INV0000012	07/10/2024	PY Dental Employer Portion	010-21225	403.17
ALLIED NATIONAL INSURANCE	INV0000012	07/10/2024	PY Dental Employer Portion	034-21225	33.60
ALLIED NATIONAL INSURANCE	CM0000001	07/22/2024	PY Dental Employer Portion	002-21225	-64.00
ALLIED NATIONAL INSURANCE	INV0000044	07/24/2024	PY Dependant Dental Employ	002-21225	385.42
ALLIED NATIONAL INSURANCE	INV0000044	07/24/2024	PY Dependant Dental Employ	010-21225	61.39
Purchased From Vendor ALLIED NATIONAL INSURANCE Total:					3,383.00

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: ALTMAN PSYCHOLOGICAL SERVICES, PLLC					
ALTMAN PSYCHOLOGICAL SER	CD-140-24	07/25/2024	Psych Eval	002-1002-54120	1,740.00
Purchased From Vendor ALTMAN PSYCHOLOGICAL SERVICES, PLLC Total:					1,740.00
Purchased From Vendor: AMAZON					
CITIBANK	3651564153 7/24	07/25/2024	Swiffer Refills,Mop Heads	002-1006-51135	39.18
CITIBANK	3651564153 7/24	07/25/2024	Speakers	002-1006-52100	259.84
CITIBANK	3651564153 7/24	07/25/2024	LED Bulbs	002-1006-52100	186.18
CITIBANK	3651564153 7/24	07/25/2024	Markers,File Folders,Tissues,R	002-1007-51100	11.01
CITIBANK	3651564153 7/24	07/25/2024	Markers,File Folders,Tissues,R	002-1007-51435	104.62
CITIBANK	3651564153 7/24	07/25/2024	Swiffer,Rubber Bands,Tape,Ple	002-1060-51100	25.49
CITIBANK	3651564153 7/24	07/25/2024	Dust-Off	002-1060-51100	11.49
CITIBANK	3651564153 7/24	07/25/2024	Pens,Sticky Notes,Paper,Orga	002-1060-51100	91.58
CITIBANK	3651564153 7/24	07/25/2024	Pens,Sticky Notes,Paper,Orga	002-1060-58130	64.43
CITIBANK	3651564153 7/24	07/25/2024	Swiffer,Rubber Bands,Tape,Ple	002-1060-58130	29.94
CITIBANK	3651564153 7/24	07/25/2024	Podium for CH	002-1070-58130	271.98
CITIBANK	3651564153 7/24	07/25/2024	Protein Drinks,Brooms	002-1109-51135	39.98
CITIBANK	3651564153 7/24	07/25/2024	Contact Cases	002-1109-55320	11.98
CITIBANK	3651564153 7/24	07/25/2024	Protein Drinks,Brooms	002-1109-55320	115.90
CITIBANK	3651564153 7/24	07/25/2024	Protein Drinks	002-1109-55320	49.89
CITIBANK	3651564153 7/24	07/25/2024	File Organizer	002-1115-51100	19.76
CITIBANK	3651564153 7/24	07/25/2024	Ink Ribbon, Charger	002-1115-51100	29.96
CITIBANK	3651564153 7/24	07/25/2024	Desk for CH Security	002-1230-58130	189.79
CITIBANK	3651564153 7/24	07/25/2024	Drum Lifter	010-1150-51160	71.99
CITIBANK	3651564153 7/24	07/25/2024	Chainsaw Chains	010-1150-51160	59.99
CITIBANK	3651564153 7/24	07/25/2024	Carburetor	010-1150-52220	34.98
CITIBANK	3651564153 7/24	07/25/2024	Object Markers	010-1150-52340	389.59
CITIBANK	3651564153 7/24	07/25/2024	Scanner for Courtroom	024-1065-58120	449.99
CITIBANK	3651564153 7/24	07/25/2024	Toner	034-1125-51100	507.89
CITIBANK	3651564153 7/24	07/25/2024	Tape,Laminating Pouches	034-1125-51100	44.90
CITIBANK	3651564153 7/24	07/25/2024	Program Supplies	034-1125-51145	546.23
CITIBANK	3651564153 7/24	07/25/2024	Program Supplies	034-1125-51145	39.99
CITIBANK	3651564153 7/24	07/25/2024	Books,DVD's	034-1125-51440	461.51
CITIBANK	3651564153 7/24	07/25/2024	Books	034-1125-51440	38.04
CITIBANK	3651565102	07/25/2024	Stamp	002-1110-51100	23.95
CITIBANK	3651565102	07/25/2024	Shirt	002-1110-51315	38.95
CITIBANK	3651565102	07/25/2024	Shirts	002-1110-51315	73.90
CITIBANK	3651565102	07/25/2024	Radio Battery	002-1110-52220	172.99
CITIBANK	3651565102	07/25/2024	Drone GPS Locator	002-1110-58130	88.99
CITIBANK	3651565102	07/25/2024	Drone Landing Pad	002-1110-58130	59.18
CITIBANK	3651565102	07/25/2024	Chair Mat	002-1110-58130	77.58
Purchased From Vendor AMAZON Total:					4,733.64
Purchased From Vendor: ANDREWS CENTER					
ANDREWS CENTER	Inmate Health 7/24	07/25/2024	SCREENING	002-1005-55320	127.00
Purchased From Vendor ANDREWS CENTER Total:					127.00
Purchased From Vendor: ARCOSA CRUSHED CONCRETE					
ARCOSA CRUSHED CONCRETE	A240765806	07/25/2024	YARD-1 CRUSHED CONCRETE	010-1150-52320	1,396.08
ARCOSA CRUSHED CONCRETE	A240765807	07/25/2024	YARD-1 CRUSHED CONCRETE	010-1150-52320	1,423.59
ARCOSA CRUSHED CONCRETE	A240765917	07/25/2024	YARD-1 CRUSHED CONCRETE	010-1150-52320	467.04
ARCOSA CRUSHED CONCRETE	A240765918	07/25/2024	YARD-1 CRUSHED CONCRETE	010-1150-52320	473.97
Purchased From Vendor ARCOSA CRUSHED CONCRETE Total:					3,760.68
Purchased From Vendor: ATMOS ENERGY					
ATMOS ENERGY	3044145298 7/24	07/25/2024	SHRF/Jail-GAS	002-1109-51210	179.48
ATMOS ENERGY	3044145298 7/24	07/25/2024	SHRF/Jail-GAS	002-1110-51210	179.48
ATMOS ENERGY	3021238810 7/24	07/25/2024	Annex-GAS	002-1002-51210	7.56
ATMOS ENERGY	3021238810 7/24	07/25/2024	Annex-GAS	002-1003-51210	7.56
ATMOS ENERGY	3021238810 7/24	07/25/2024	Annex-GAS	002-1006-51210	7.56
ATMOS ENERGY	3021238810 7/24	07/25/2024	Annex-GAS	002-1007-51210	7.56
ATMOS ENERGY	3021238810 7/24	07/25/2024	Annex-GAS	002-1030-51210	11.37
ATMOS ENERGY	3021238810 7/24	07/25/2024	Annex-GAS	002-1060-51210	11.35

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ATMOS ENERGY	3021238810 7/24	07/25/2024	Annex-GAS	002-1065-51210	11.35
ATMOS ENERGY	3021238810 7/24	07/25/2024	Annex-GAS	002-1075-51210	7.56
ATMOS ENERGY	3021238810 7/24	07/25/2024	Annex-GAS	002-1080-51210	3.78
ATMOS ENERGY	3021239006 7/24	07/25/2024	Arr Bldg-GAS	002-1085-51210	10.78
ATMOS ENERGY	3021239006 7/24	07/25/2024	Arr Bldg-GAS	002-1114-51210	10.78
ATMOS ENERGY	3021239006 7/24	07/25/2024	Arr Bldg-GAS	002-1115-51210	10.97
ATMOS ENERGY	3021239006 7/24	07/25/2024	Arr Bldg-GAS	002-1121-51210	10.78
ATMOS ENERGY	3021239006 7/24	07/25/2024	Arr Bldg-GAS	002-1122-51210	10.78
ATMOS ENERGY	3021239006 7/24	07/25/2024	Arr Bldg-GAS	002-1123-51210	10.78
ATMOS ENERGY	3021239006 7/24	07/25/2024	Arr Bldg-GAS	002-1124-51210	10.78
ATMOS ENERGY	3024945578 7/24	07/25/2024	Constable-GAS	002-1006-51210	37.82
ATMOS ENERGY	3024945578 7/24	07/25/2024	Constable-GAS	002-1055-51210	37.83
ATMOS ENERGY	3044128717 7/24	07/25/2024	DL Office-GAS	002-1006-51210	78.30
ATMOS ENERGY	4037099191 7/24	07/25/2024	Library-GAS	034-1125-51210	81.89
Purchased From Vendor ATMOS ENERGY Total:					746.10

Purchased From Vendor: BEN E KEITH DFW

BEN E KEITH DFW	12789049	07/25/2024	Prisoner Food/Cust Supplies	002-1109-51135	270.42
BEN E KEITH DFW	12789049	07/25/2024	Prisoner Food/Cust Supplies	002-1109-54310	1,436.65
BEN E KEITH DFW	12803287	07/25/2024	Prisoner Food/Cust Supplies	002-1109-51135	247.21
BEN E KEITH DFW	12803287	07/25/2024	Prisoner Food/Cust Supplies	002-1109-54310	843.64
BEN E KEITH DFW	12818173	07/25/2024	Prisoner Food/Cust Supplies	002-1109-51135	65.04
BEN E KEITH DFW	12818173	07/25/2024	Prisoner Food/Cust Supplies	002-1109-54310	1,005.75
BEN E KEITH DFW	12834365	07/25/2024	Custodial Supplies	002-1109-51135	124.38
BEN E KEITH DFW	12834365	07/25/2024	Prisoner Food	002-1109-54310	1,068.28
BEN E KEITH DFW	12850206	07/25/2024	Prisoner Food	002-1109-54310	632.90
Purchased From Vendor BEN E KEITH DFW Total:					5,694.27

Purchased From Vendor: BRIAN TOLIVER FORD LINCOLN MERCURY

BRIAN TOLIVER FORD LINCOLN	17364	07/25/2024	Blown fuse	002-1110-52225	175.00
Purchased From Vendor BRIAN TOLIVER FORD LINCOLN MERCURY Total:					175.00

Purchased From Vendor: BRIGHT STAR SALEM SUD

BRIGHT STAR SALEM SUD	Acct. 592 6/24	07/25/2024	YARD-2 WATER ACCOUNT#59	010-1150-51220	39.00
Purchased From Vendor BRIGHT STAR SALEM SUD Total:					39.00

Purchased From Vendor: BUDGET BUSINESS SYSTEMS

BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1002-51110	0.09
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1003-51110	0.09
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1010-51110	10.15
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1030-51110	0.69
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1060-51110	27.94
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1065-51110	6.19
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1070-51110	0.09
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1070-51110	18.29
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1075-51110	0.10
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1080-51110	4.39
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1085-51110	0.84
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1090-51110	17.11
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1100-51110	5.26
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1109-51110	16.41
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1110-51110	23.03
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1114-51110	0.83
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1115-51110	0.90
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1121-51110	0.83
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1122-51110	0.83
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1123-51110	0.83
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	002-1124-51110	0.84
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	010-1150-51110	32.04
BUDGET BUSINESS SYSTEMS	055258	07/25/2024	Multi Dept-COPIER USAGE	034-1125-51110	69.37
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1002-51110	0.14
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1003-51110	0.13
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1010-51110	6.65

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1030-51110	1.35
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1060-51110	21.31
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1065-51110	3.56
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1070-51110	0.13
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1070-51110	8.19
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1075-51110	0.13
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1080-51110	7.17
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1085-51110	0.45
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1090-51110	15.06
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1100-51110	4.39
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1109-51110	19.33
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1110-51110	61.28
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1114-51110	0.45
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1115-51110	0.47
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1121-51110	0.45
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1122-51110	0.45
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1123-51110	0.45
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	002-1124-51110	0.45
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	010-1150-51110	22.52
BUDGET BUSINESS SYSTEMS	055640	07/25/2024	Multi Dept-COPIER USAGE	034-1125-51110	39.06
Purchased From Vendor BUDGET BUSINESS SYSTEMS Total:					450.71
Purchased From Vendor: CDW-G					
CDW-G	SB87312	07/25/2024	BROTHER MFC-L9670CDN PRI	002-1007-58130	539.00
CDW-G	SB87312	07/25/2024	BROTHER MFC-L9670CDN PRI	052-1007-51450	808.49
CDW-G	SC36438	07/25/2024	BROTHER LT-330CL-CASSETTE	052-1007-51450	200.65
CDW-G	SC46373	07/25/2024	BROTHER PRINTER 2 YEAR EX	049-1007-57170	184.52
Purchased From Vendor CDW-G Total:					1,732.66
Purchased From Vendor: CHEAP HOTELS HUB					
CITIBANK	3651564153 7/24	07/25/2024	Hotel	002-1110-51300	601.01
Purchased From Vendor CHEAP HOTELS HUB Total:					601.01
Purchased From Vendor: CHER BENCH CSR					
CHER BENCH CSR	J-02662	07/25/2024	TRIAL TRANSCRIPT	002-1030-54130	188.50
Purchased From Vendor CHER BENCH CSR Total:					188.50
Purchased From Vendor: CINTAS CORPORATION					
CINTAS CORPORATION	5217797862	07/25/2024	MEDICAL SUPPLIES	010-1150-51165	86.78
Purchased From Vendor CINTAS CORPORATION Total:					86.78
Purchased From Vendor: CITY OF EMORY					
CITY OF EMORY	Acct. 108 7/24	07/25/2024	WATER	002-1006-51220	21.94
CITY OF EMORY	Acct. 108 7/24	07/25/2024	WATER	002-1055-51220	21.95
CITY OF EMORY	Acct. 111 7/24	07/25/2024	WATER	002-1109-51220	284.24
CITY OF EMORY	Acct. 111 7/24	07/25/2024	WATER	002-1110-51220	284.24
CITY OF EMORY	Acct. 295 7/24	07/25/2024	WATER	034-1125-51220	-13.02
CITY OF EMORY	Acct. 611 7/24	07/25/2024	WATER	002-1006-51220	294.77
CITY OF EMORY	Acct. 611 7/24	07/25/2024	WATER	002-1070-51220	90.70
CITY OF EMORY	Acct. 611 7/24	07/25/2024	WATER	002-1090-51220	90.70
CITY OF EMORY	Acct. 611 7/24	07/25/2024	WATER	002-1100-51220	90.70
CITY OF EMORY	Acct. 611 7/24	07/25/2024	WATER	002-1010-51220	107.89
CITY OF EMORY	Acct. 761 7/24	07/25/2024	WATER	002-1085-51220	6.76
CITY OF EMORY	Acct. 764 7/24	07/25/2024	WATER	002-1114-51220	6.76
CITY OF EMORY	Acct. 764 7/24	07/25/2024	WATER	002-1115-51220	6.85
CITY OF EMORY	Acct. 764 7/24	07/25/2024	WATER	002-1121-51220	6.76
CITY OF EMORY	Acct. 764 7/24	07/25/2024	WATER	002-1122-51220	6.76
CITY OF EMORY	Acct. 764 7/24	07/25/2024	WATER	002-1123-51220	6.76
CITY OF EMORY	Acct. 764 7/24	07/25/2024	WATER	002-1124-51220	6.76
CITY OF EMORY	Acct. 764 7/24	07/25/2024	WATER	002-1006-51220	98.20
CITY OF EMORY	Acct. 781 7/24	07/25/2024	WATER	002-1002-51220	34.02
CITY OF EMORY	Acct. 836 7/24	07/25/2024	WATER	002-1003-51220	34.02
CITY OF EMORY	Acct. 836 7/24	07/25/2024	WATER	002-1006-51220	34.02
CITY OF EMORY	Acct. 836 7/24	07/25/2024	WATER	002-1007-51220	34.02

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF EMORY	Acct. 836 7/24	07/25/2024	WATER	002-1030-51220	51.03
CITY OF EMORY	Acct. 836 7/24	07/25/2024	WATER	002-1060-51220	51.03
CITY OF EMORY	Acct. 836 7/24	07/25/2024	WATER	002-1065-51220	51.03
CITY OF EMORY	Acct. 836 7/24	07/25/2024	WATER	002-1075-51220	34.02
CITY OF EMORY	Acct. 836 7/24	07/25/2024	WATER	002-1080-51220	17.03
Purchased From Vendor CITY OF EMORY Total:					1,759.94
Purchased From Vendor: CLAY JOHNSON LAW P.C.					
CLAY JOHNSON LAW P.C.	Kiefer #6561	07/25/2024	#6561-Kiefer	002-1002-54100	2,500.00
Purchased From Vendor CLAY JOHNSON LAW P.C. Total:					2,500.00
Purchased From Vendor: CNA SURETY					
CNA SURETY	Bond #65649432 7/24	07/25/2024	CClerk-Bond	002-1060-51330	140.00
Purchased From Vendor CNA SURETY Total:					140.00
Purchased From Vendor: COMMUNITY HEALTH SERVICE					
COMMUNITY HEALTH SERVIC	Indigent Health 7/24	07/25/2024	MEDICAL TREATMENT	002-1005-56200	47.68
Purchased From Vendor COMMUNITY HEALTH SERVICE Total:					47.68
Purchased From Vendor: CONTECH ENGINEERED SOLUTIONS LLC					
CONTECH ENGINEERED SOLU	29472298	07/25/2024	4252 CULVERT HP 2 2/3 GV 16	010-1150-52351	1,579.80
Purchased From Vendor CONTECH ENGINEERED SOLUTIONS LLC Total:					1,579.80
Purchased From Vendor: DAVID'S TIRE SHOP					
DAVID'S TIRE SHOP	1686075	07/25/2024	Unit #21	002-1110-52225	40.00
DAVID'S TIRE SHOP	2000370	07/25/2024	400 FLAT FIX	010-1150-52220	45.00
DAVID'S TIRE SHOP	2000371	07/25/2024	420 SPLIT RIM AIR LEAK FIXED	010-1150-52220	65.00
Purchased From Vendor DAVID'S TIRE SHOP Total:					150.00
Purchased From Vendor: DEARBORN LIFE INSURANCE COMPANY					
DEARBORN LIFE INSURANCE C	INV0000013	07/10/2024	PY DN Life & AD&D Employer	002-21225	530.95
DEARBORN LIFE INSURANCE C	INV0000013	07/10/2024	PY DN Life & AD&D Employer	010-21225	102.71
DEARBORN LIFE INSURANCE C	INV0000013	07/10/2024	PY DN Life & AD&D Employer	034-21225	8.45
DEARBORN LIFE INSURANCE C	INV0000019	07/10/2024	PY Long Term Disability Deduc	002-21225	13.66
DEARBORN LIFE INSURANCE C	INV0000019	07/10/2024	PY Long Term Disability Deduc	010-21225	70.44
DEARBORN LIFE INSURANCE C	INV0000020	07/10/2024	PY Short Term Disability Dedu	002-21225	170.97
DEARBORN LIFE INSURANCE C	INV0000020	07/10/2024	PY Short Term Disability Dedu	010-21225	60.08
DEARBORN LIFE INSURANCE C	INV0000021	07/10/2024	PY Supp Life & AD&D -Child D	002-21225	12.70
DEARBORN LIFE INSURANCE C	INV0000021	07/10/2024	PY Supp Life & AD&D -Child D	010-21225	1.27
DEARBORN LIFE INSURANCE C	INV0000021	07/10/2024	PY Supp Life & AD&D -Child D	034-21225	1.27
DEARBORN LIFE INSURANCE C	INV0000022	07/10/2024	PY Supp Life & AD&D Employ	002-21225	383.81
DEARBORN LIFE INSURANCE C	INV0000022	07/10/2024	PY Supp Life & AD&D Employ	010-21225	75.06
DEARBORN LIFE INSURANCE C	INV0000022	07/10/2024	PY Supp Life & AD&D Employ	034-21225	11.98
DEARBORN LIFE INSURANCE C	INV0000023	07/10/2024	PY Supp Life & AD&D -Spouse	002-21225	70.36
DEARBORN LIFE INSURANCE C	INV0000023	07/10/2024	PY Supp Life & AD&D -Spouse	010-21225	6.92
DEARBORN LIFE INSURANCE C	CM0000002	07/22/2024	PY DN Life & AD&D Employer	002-21225	-6.63
DEARBORN LIFE INSURANCE C	INV0000048	07/24/2024	PY Long Term Disability Deduc	002-21225	13.66
DEARBORN LIFE INSURANCE C	INV0000048	07/24/2024	PY Long Term Disability Deduc	010-21225	71.43
DEARBORN LIFE INSURANCE C	INV0000049	07/24/2024	PY Short Term Disability Dedu	002-21225	170.97
DEARBORN LIFE INSURANCE C	INV0000049	07/24/2024	PY Short Term Disability Dedu	010-21225	60.52
DEARBORN LIFE INSURANCE C	INV0000050	07/24/2024	PY Supp Life & AD&D -Child D	002-21225	12.70
DEARBORN LIFE INSURANCE C	INV0000050	07/24/2024	PY Supp Life & AD&D -Child D	010-21225	1.27
DEARBORN LIFE INSURANCE C	INV0000050	07/24/2024	PY Supp Life & AD&D -Child D	034-21225	1.27
DEARBORN LIFE INSURANCE C	INV0000051	07/24/2024	PY Supp Life & AD&D Employ	002-21225	383.81
DEARBORN LIFE INSURANCE C	INV0000051	07/24/2024	PY Supp Life & AD&D Employ	010-21225	75.06
DEARBORN LIFE INSURANCE C	INV0000051	07/24/2024	PY Supp Life & AD&D Employ	034-21225	11.98
DEARBORN LIFE INSURANCE C	INV0000052	07/24/2024	PY Supp Life & AD&D -Spouse	002-21225	70.36
DEARBORN LIFE INSURANCE C	INV0000052	07/24/2024	PY Supp Life & AD&D -Spouse	010-21225	6.92
Purchased From Vendor DEARBORN LIFE INSURANCE COMPANY Total:					2,393.95
Purchased From Vendor: DIRECTV					
CITIBANK	3651564153 7/24	07/25/2024	DirecTV	002-1030-57220	24.25
CITIBANK	3651564153 7/24	07/25/2024	DirecTV	002-1113-57220	24.24
CITIBANK	3651564153 7/24	07/25/2024	DirecTV	002-1115-57220	40.49
Purchased From Vendor DIRECTV Total:					88.98

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: DOLLAR GENERAL					
CITIBANK	3651564153 7/24	07/25/2024	Water for DVD Cleaner	034-1125-51100	3.70
Purchased From Vendor DOLLAR GENERAL Total:					3.70
Purchased From Vendor: DONUT SUPREME					
CITIBANK	3651564153 7/24	07/25/2024	Grand Jury Donuts	002-1002-54120	14.56
Purchased From Vendor DONUT SUPREME Total:					14.56
Purchased From Vendor: DROPBOX INC.					
CITIBANK	3651564153 7/24	07/25/2024	Dropbox	002-1030-57180	204.67
Purchased From Vendor DROPBOX INC. Total:					204.67
Purchased From Vendor: DUKO OIL CO					
DUKO OIL CO	D42498	07/25/2024	111 VEHICLE FUEL 75.00 GAL	010-1150-52200	212.07
DUKO OIL CO	D42499	07/25/2024	101 VEHICLE FUEL 72.00 GAL	010-1150-52200	203.59
DUKO OIL CO	D42500	07/25/2024	103 VEHICLE FUEL 28.00 GAL	010-1150-52200	79.17
DUKO OIL CO	D42502	07/25/2024	110 VEHICLE FUEL 19.00 GAL	010-1150-52200	53.72
DUKO OIL CO	D42502	07/25/2024	110 DYED DIESEL NURSE TANK	010-1150-52200	87.62
DUKO OIL CO	D42503	07/25/2024	111 BULK DEF 6.20 GAL	010-1150-52200	12.88
DUKO OIL CO	D42503	07/25/2024	111 VEHICLE FUEL 71.80 GAL	010-1150-52200	203.02
DUKO OIL CO	D42504	07/25/2024	207 DYED DIESEL 12.00 GAL	010-1150-52200	31.86
DUKO OIL CO	D42506	07/25/2024	101 VEHICLE FUEL 96.00 GAL	010-1150-52200	271.45
DUKO OIL CO	D42507	07/25/2024	121 VEHICLE FUEL 23.00 GAL	010-1150-52200	65.03
DUKO OIL CO	D42507	07/25/2024	121 BULK DEF 7.00 GAL	010-1150-52200	7.28
DUKO OIL CO	D42508	07/25/2024	101 VEHICLE FUEL 34.50 GAL	010-1150-52200	97.55
DUKO OIL CO	D42508	07/25/2024	101 BULK DEF 8.00 GAL	010-1150-52200	17.12
DUKO OIL CO	D42509	07/25/2024	111 VEHICLE FUEL 71.00 GAL	010-1150-52200	200.76
DUKO OIL CO	D42510	07/25/2024	110 DYED DIESEL 39.50 GAL	010-1150-52200	105.77
DUKO OIL CO	D42510	07/25/2024	110 VEHICLE FUEL 15.50 GAL	010-1150-52200	43.83
DUKO OIL CO	D42511	07/25/2024	120 VEHICLE FUEL 35.50 GAL	010-1150-52200	100.38
DUKO OIL CO	D42512	07/25/2024	129 VEHICLE FUEL 22.00 GAL	010-1150-52200	62.21
DUKO OIL CO	D42512	07/25/2024	129 DYED DIESEL 23.10 GAL	010-1150-52200	61.86
DUKO OIL CO	D42512	07/25/2024	129 BULK DEF 10.00 GAL	010-1150-52200	9.84
DUKO OIL CO	D42514	07/25/2024	103 VEHICLE FUEL 25.00 GAL	010-1150-52200	70.69
DUKO OIL CO	D42515	07/25/2024	207 DYED DIESEL 11.00 GAL	010-1150-52200	29.46
DUKO OIL CO	D42515	07/25/2024	207 BULK DEF 1.10 GAL	010-1150-52200	2.16
DUKO OIL CO	D42518	07/25/2024	111 VEHICLE FUEL 81.00 GAL	010-1150-52200	229.03
DUKO OIL CO	D42518	07/25/2024	111 BULK DEF 9.28 GAL	010-1150-52200	13.54
DUKO OIL CO	D42519	07/25/2024	101 VEHICLE FUEL 47.00 GAL	010-1150-52200	132.90
DUKO OIL CO	D42521	07/25/2024	101 VEHICLE FUEL 33.00 GAL	010-1150-52200	94.58
DUKO OIL CO	D42522	07/25/2024	111 VEHICLE FUEL 34.00 GAL	010-1150-52200	97.44
DUKO OIL CO	D42523	07/25/2024	120 VEHICLE FUEL 25.00 GAL	010-1150-52200	71.65
DUKO OIL CO	D42524	07/25/2024	121 VEHICLE FUEL 41.10 GAL	010-1150-52200	117.79
DUKO OIL CO	D42525	07/25/2024	110 DYED DIESEL 45.00 GAL	010-1150-52200	117.71
DUKO OIL CO	D42528	07/25/2024	110 DYED DIESEL 31.00 GAL	010-1150-52200	82.80
DUKO OIL CO	D42529	07/25/2024	120 BULK DEF 10.00 GAL	010-1150-52200	4.07
DUKO OIL CO	D42529	07/25/2024	120 VEHICLE FUEL 13.00 GAL	010-1150-52200	37.26
DUKO OIL CO	D42530	07/25/2024	121 VEHICLE FUEL 10.00 GAL	010-1150-52200	28.66
DUKO OIL CO	D42531	07/25/2024	103 VEHICLE FUEL 35.00 GAL	010-1150-52200	100.31
DUKO OIL CO	D42532	07/25/2024	101 VEHICLE FUEL 65.00 GAL	010-1150-52200	186.29
DUKO OIL CO	D42533	07/25/2024	111 VEHICLE FUEL 75.00 GAL	010-1150-52200	214.95
Purchased From Vendor DUKO OIL CO Total:					3,558.30
Purchased From Vendor: DUNN AND DUNN PC					
DUNN AND DUNN PC	AM,AG,TG #11400	07/25/2024	#11400-ITIO A.M., A.G., & T.G.	002-1003-54100	120.00
DUNN AND DUNN PC	F.C. #11274	07/25/2024	ITIO F.C.	002-1003-54100	60.00
DUNN AND DUNN PC	G.W. #10788	07/25/2024	#10788-ITIO G.W.	002-1003-54100	157.50
DUNN AND DUNN PC	H.L.,E.D. #11520	07/25/2024	#11520-H.L. & E.D.	002-1003-54100	225.00
DUNN AND DUNN PC	S.D. #9946	07/25/2024	#9946-ITIO S.D.	002-1003-54100	442.50
DUNN AND DUNN PC	S.P. #11250	07/25/2024	#11250-ITIO S.P.	002-1003-54100	202.50
Purchased From Vendor DUNN AND DUNN PC Total:					1,207.50
Purchased From Vendor: EMORY AUTOMOTIVE					
EMORY AUTOMOTIVE	28221	07/25/2024	Repairs on Unit #20	002-1110-52225	348.93

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EMORY AUTOMOTIVE	28248	07/25/2024	114 REPLACE CATALYTIC CON	010-1150-52225	690.00
Purchased From Vendor EMORY AUTOMOTIVE Total:					1,038.93
Purchased From Vendor: EMORY DENTAL					
EMORY DENTAL	Inmate Health 7/24	07/25/2024	DENTAL SERVICES	002-1005-55320	776.00
Purchased From Vendor EMORY DENTAL Total:					776.00
Purchased From Vendor: EMORY AUTO SUPPLY					
EMORY AUTO SUPPLY	352336	07/25/2024	Battery	002-1110-52225	134.95
Purchased From Vendor EMORY AUTO SUPPLY Total:					134.95
Purchased From Vendor: HOLT CAT					
HOLT CAT	MM07256	07/25/2024	508 SERVICE AND OTHER REP	010-1150-52220	7,386.18
Purchased From Vendor HOLT CAT Total:					7,386.18
Purchased From Vendor: HOOTEN'S WESTSIDE STORAGE					
CITIBANK	3651564153 7/24	07/25/2024	Storage Unit	014-1060-51420	1,331.67
Purchased From Vendor HOOTEN'S WESTSIDE STORAGE Total:					1,331.67
Purchased From Vendor: HOOTEN'S LLC					
HOOTEN'S LLC	2407-107883	07/25/2024	Batteries for Panic Buttons	002-1006-52100	59.94
CITIBANK	3651564153 7/24	07/25/2024	Blower	010-1150-58130	259.99
HOOTEN'S LLC	2407-112284	07/25/2024	YARD-1 HAND TRUCK 900 LB	010-1150-51160	94.99
HOOTEN'S LLC	2407-112288	07/25/2024	1330 YELLOW/BLACK PAINT,	010-1150-52320	113.45
HOOTEN'S LLC	2407-114336	07/25/2024	Deadbolt	002-1006-52100	19.99
HOOTEN'S LLC	2407-114365	07/25/2024	Screwdriver	002-1006-58130	15.99
HOOTEN'S LLC	2407-116276	07/25/2024	Wasp Spray,Spray Paint	002-1006-52100	37.35
HOOTEN'S LLC	2407-116835	07/25/2024	Bolts/Nuts,Sandpaper	002-1006-52100	27.82
HOOTEN'S LLC	2407-118156	07/25/2024	YARD-1 401 SLIP CLUTCH DISC	010-1150-52220	120.90
HOOTEN'S LLC	2407-118183	07/25/2024	Corner Braces	002-1006-52100	33.36
HOOTEN'S LLC	2407-118995	07/25/2024	Door knob/lock	002-1110-58130	15.99
HOOTEN'S LLC	2407-118268	07/25/2024	Slip Clutch Disc Return	010-1150-52220	-41.00
Purchased From Vendor HOOTEN'S LLC Total:					758.77
Purchased From Vendor: HOTELS.COM					
CITIBANK	3651564153 7/24	07/25/2024	Hotel	002-1065-51300	125.20
Purchased From Vendor HOTELS.COM Total:					125.20
Purchased From Vendor: HUNT REGIONAL MEDICAL PARTNERS #33					
HUNT REGIONAL MEDICAL PA	Inmate Health 7/24	07/25/2024	JAIL AND OFFICE VISITS AND T	002-1005-55320	1,719.21
Purchased From Vendor HUNT REGIONAL MEDICAL PARTNERS #33 Total:					1,719.21
Purchased From Vendor: HUNT REGIONAL MEDICAL CENTER					
HUNT REGIONAL MEDICAL CE	Inmate Health 7/24	07/25/2024	MEDICAL CARE	002-1005-55320	1,784.16
Purchased From Vendor HUNT REGIONAL MEDICAL CENTER Total:					1,784.16
Purchased From Vendor: INTEGRATED PRESCRIPTION MANAGEMENT CORP					
INTEGRATED PRESCRIPTION	Inmate Health 7/24	07/25/2024	PRESCRIPTIONS	002-1005-55320	84.69
INTEGRATED PRESCRIPTION	Inmate Health 7/24	07/25/2024	PRESCRIPTIONS	002-1005-56200	31.21
Purchased From Vendor INTEGRATED PRESCRIPTION MANAGEMENT CORP Total:					115.90
Purchased From Vendor: J & R DISCOUNT AUTO SUPPLY					
J & R DISCOUNT AUTO SUPPLY	01NV022638	07/25/2024	Purge Valve	002-1230-52225	42.24
J & R DISCOUNT AUTO SUPPLY	01NV022883	07/25/2024	VET VAN OIL CHANGE	002-1114-52225	65.51
J & R DISCOUNT AUTO SUPPLY	01NV022997	07/25/2024	SHOP AIR TOOLS	010-1150-51160	79.12
J & R DISCOUNT AUTO SUPPLY	01NV022997	07/25/2024	505 AIR FILTER	010-1150-52220	89.95
J & R DISCOUNT AUTO SUPPLY	01NV022997	07/25/2024	702, TWO 5 GAL BUCKETS OF	010-1150-52220	170.98
J & R DISCOUNT AUTO SUPPLY	01NV023134	07/25/2024	709 TRAILER MALE PLUG 7 PO	010-1150-52220	25.43
J & R DISCOUNT AUTO SUPPLY	01NV023267	07/25/2024	8 coil packs	002-1110-52225	305.84
Purchased From Vendor J & R DISCOUNT AUTO SUPPLY Total:					779.07
Purchased From Vendor: JERRYS JUMP ZONE					
JERRYS JUMP ZONE	27958922	07/25/2024	Water Slides	034-1125-51145	676.00
Purchased From Vendor JERRYS JUMP ZONE Total:					676.00
Purchased From Vendor: JETT SEPTIC SVC					
JETT SEPTIC SVC	Rains County Road & Bridge	07/25/2024	YARD-1 CLEANED SEPTIC SYST	010-1150-52100	400.00
Purchased From Vendor JETT SEPTIC SVC Total:					400.00

Payables 07-25-2024

Payables 07/25/2024					
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: LORD ABBETT 457 PLAN					
LORD ABBETT 457 PLAN	INV0000002	07/10/2024	PY Deferred Comp 457(b) Pre-	002-21226	65.00
LORD ABBETT 457 PLAN	INV0000003	07/10/2024	PY Deferred Comp 457(b) Pre-	002-21226	50.00
LORD ABBETT 457 PLAN	INV0000004	07/10/2024	PY Deferred Comp 457(b) Pre-	002-21226	90.38
LORD ABBETT 457 PLAN	INV0000035	07/24/2024	PY Deferred Comp 457(b) Pre-	002-21226	65.00
LORD ABBETT 457 PLAN	INV0000036	07/24/2024	PY Deferred Comp 457(b) Pre-	002-21226	50.00
LORD ABBETT 457 PLAN	INV0000037	07/24/2024	PY Deferred Comp 457(b) Pre-	002-21226	82.69
Purchased From Vendor LORD ABBETT 457 PLAN Total:					403.07
Purchased From Vendor: M & R MACHINE					
M & R MACHINE	1085-BD	07/25/2024	702 CYLINDER REBUILD	010-1150-52220	199.03
Purchased From Vendor M & R MACHINE Total:					199.03
Purchased From Vendor: MARTIN BRADDY					
MARTIN BRADDY	Keenan #6051	07/25/2024	#6051-KEENAN	002-1002-54100	300.00
Purchased From Vendor MARTIN BRADDY Total:					300.00
Purchased From Vendor: MATHESON TRI-GAS					
MATHESON TRI-GAS	0029876877	07/25/2024	Cylinder Lease	034-1125-51145	97.50
Purchased From Vendor MATHESON TRI-GAS Total:					97.50
Purchased From Vendor: METROFAX					
CITIBANK	3651564153 7/24	07/25/2024	DClerk-Metrofax	002-1175-57200	11.95
CITIBANK	3651564153 7/24	07/25/2024	CAtty-Metrofax	002-1175-57200	11.95
CITIBANK	3651564153 7/24	07/25/2024	VehReg-Metrofax	002-1175-57200	11.95
CITIBANK	3651564153 7/24	07/25/2024	Constable-Metrofax	002-1175-57200	11.95
Purchased From Vendor METROFAX Total:					47.80
Purchased From Vendor: NORTH TEXAS FAMILY FOOT CARE					
NORTH TEXAS FAMILY FOOT C	Inmate Health 7/24	07/25/2024	OFFICE VISIT	002-1005-55320	55.52
Purchased From Vendor NORTH TEXAS FAMILY FOOT CARE Total:					55.52
Purchased From Vendor: OFFICE DEPOT					
CITIBANK	3651564153 7/24	07/25/2024	Paper Towels,Toilet Paper,Tras	002-1006-51135	509.86
CITIBANK	3651564153 7/24	07/25/2024	Duster,Lysol Wipes,Paper	002-1030-51100	81.28
CITIBANK	3651564153 7/24	07/25/2024	Coffee Filters	002-1065-51100	5.49
CITIBANK	3651564153 7/24	07/25/2024	Correction Tape,Sortkwik,Cale	002-1065-51100	100.07
CITIBANK	3651564153 7/24	07/25/2024	Pen Refills	002-1065-51100	8.10
CITIBANK	3651564153 7/24	07/25/2024	Cork Tiles	002-1030-51100	-37.50
CITIBANK	3651564153 Credit	07/25/2024	Scanner	024-1065-58120	-450.59
CITIBANK	3651564153 Credit	07/25/2024	Purchased From Vendor OFFICE DEPOT Total:		216.71
Purchased From Vendor: O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	5658-483427	07/25/2024	Motor oil 5w-20	002-1110-52225	24.99
Purchased From Vendor O'REILLY AUTO PARTS Total:					24.99
Purchased From Vendor: PETTY CASH					
PETTY CASH	Grand Jury 8/5/24	07/25/2024	Grand Jury 8/5/24	002-1002-54150	720.00
PETTY CASH	Jury Selection 7/29/24	07/25/2024	Jury Selection 7/29/24	002-1002-54150	3,500.00
Purchased From Vendor PETTY CASH Total:					4,220.00
Purchased From Vendor: QUILL CORPORATION					
CITIBANK	3651564153 7/24	07/25/2024	Rubber Gloves	002-1006-51135	63.16
CITIBANK	3651564153 7/24	07/25/2024	Rubber Gloves	002-1006-51135	33.18
Purchased From Vendor QUILL CORPORATION Total:					96.34
Purchased From Vendor: R. K. HALL LLC					
R. K. HALL LLC	430084	07/25/2024	RAINS SCHOOL 24.14 TONS 4	010-11182	2,896.80
R. K. HALL LLC	430927	07/25/2024	1275 & YARD-1 OILSAND 142.	010-1150-52320	11,099.40
R. K. HALL LLC	431091	07/25/2024	1275 & 3040 TYPE-D 143.19T	010-1150-52320	11,884.77
R. K. HALL LLC	431322	07/25/2024	4470 D-23.90, YARD-1 D-23.8	010-1150-52320	11,865.68
R. K. HALL LLC	431363	07/25/2024	4480 D-118.88, YARD-1 D-23.	010-1150-52320	11,833.31
Purchased From Vendor R. K. HALL LLC Total:					49,579.96
Purchased From Vendor: RAINS COUNTY LEADER					
RAINS COUNTY LEADER	1607467	07/25/2024	RFP Ad for CDBG	002-1040-51130	116.00
Purchased From Vendor RAINS COUNTY LEADER Total:					116.00

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: RICHARD SONGER					
RICHARD SONGER	Rains County Road & Bridge	07/25/2024	YARD-1 SERVICE CALL CLEAN	010-1150-52100	150.00
Purchased From Vendor RICHARD SONGER Total:					150.00
Purchased From Vendor: RICK'S OIL DEPOT					
RICK'S OIL DEPOT	474220	07/25/2024	oil change Unit #21	002-1110-52225	36.99
Purchased From Vendor RICK'S OIL DEPOT Total:					36.99
Purchased From Vendor: ROPER & WHITE ATTORNEYS AT LAW					
ROPER & WHITE ATTORNEYS	Malone #6275	07/25/2024	#6275-MALONE	002-1002-54100	550.00
ROPER & WHITE ATTORNEYS	Schuld #6332	07/25/2024	#6332-SCHULD	002-1002-54100	300.00
ROPER & WHITE ATTORNEYS	Spigner #6594	07/25/2024	#6594-SPIGNER	002-1002-54100	350.00
Purchased From Vendor ROPER & WHITE ATTORNEYS AT LAW Total:					1,200.00
Purchased From Vendor: SAM HOUSTON STATE UNIVERSITY					
CITIBANK	3651564153 7/24	07/25/2024	Seminar	002-1109-51300	295.00
Purchased From Vendor SAM HOUSTON STATE UNIVERSITY Total:					295.00
Purchased From Vendor: SHELL ENERGY SOLUTIONS					
SHELL ENERGY SOLUTIONS	2039594-53024780	07/25/2024	Library-Flood Light	034-1125-51200	14.90
SHELL ENERGY SOLUTIONS	2039594-53031023	07/25/2024	Child Adv-Electricity	002-1006-51200	149.40
SHELL ENERGY SOLUTIONS	2039594-53031046	07/25/2024	Library-Electricity	034-1125-51200	464.64
SHELL ENERGY SOLUTIONS	2039594-53031892	07/25/2024	RB-Electricity	010-1150-51200	277.01
SHELL ENERGY SOLUTIONS	2039594-53050147	07/25/2024	DL Office-Electricity	002-1006-51200	262.96
SHELL ENERGY SOLUTIONS	2039594-53050149	07/25/2024	Jail-Electricity	002-1109-51200	1,586.27
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Multi Dept-Electricity	002-1002-51200	148.43
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Multi Dept-Electricity	002-1003-51200	148.43
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Multi Dept-Electricity	002-1006-51200	148.43
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Multi Dept-Electricity	002-1007-51200	148.43
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Multi Dept-Electricity	002-1030-51200	222.64
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Multi Dept-Electricity	002-1060-51200	222.64
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Multi Dept-Electricity	002-1065-51200	222.64
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Multi Dept-Electricity	002-1075-51200	148.43
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Multi Dept-Electricity	002-1080-51200	74.20
SHELL ENERGY SOLUTIONS	2039594-53050150	07/25/2024	Constable-Electricity	002-1006-51200	70.52
SHELL ENERGY SOLUTIONS	2039594-53050171	07/25/2024	Constable-Electricity	002-1055-51200	70.52
SHELL ENERGY SOLUTIONS	2039594-53050171	07/25/2024	SHRF/Jail-Flood Light	002-1109-51200	16.11
SHELL ENERGY SOLUTIONS	2039594-53050181	07/25/2024	SHRF/Jail-Flood Light	002-1110-51200	16.11
SHELL ENERGY SOLUTIONS	2039594-53050181	07/25/2024	SHRF-Electricity	002-1110-51200	1,307.02
SHELL ENERGY SOLUTIONS	2039594-53050185	07/25/2024	Arr. Bldg Electricity	002-1085-51200	36.01
SHELL ENERGY SOLUTIONS	2039594-53050193	07/25/2024	Arr. Bldg Electricity	002-1114-51200	36.01
SHELL ENERGY SOLUTIONS	2039594-53050193	07/25/2024	Arr. Bldg Electricity	002-1115-51200	36.63
SHELL ENERGY SOLUTIONS	2039594-53050193	07/25/2024	Arr. Bldg Electricity	002-1121-51200	36.01
SHELL ENERGY SOLUTIONS	2039594-53050193	07/25/2024	Arr. Bldg Electricity	002-1122-51200	36.01
SHELL ENERGY SOLUTIONS	2039594-53050193	07/25/2024	Arr. Bldg Electricity	002-1123-51200	36.01
SHELL ENERGY SOLUTIONS	2039594-53050193	07/25/2024	Arr. Bldg Electricity	002-1124-51200	36.01
SHELL ENERGY SOLUTIONS	2039594-53050193	07/25/2024	Arr. Bldg Electricity	002-1124-51200	36.01
SHELL ENERGY SOLUTIONS	2039594-53050193	07/25/2024	RB-Electricity	010-1150-51200	34.65
Purchased From Vendor SHELL ENERGY SOLUTIONS Total:					6,007.07
Purchased From Vendor: SPARKLETTS					
SPARKLETTS	22078359 071524	07/25/2024	WATER	002-1085-51220	4.45
SPARKLETTS	22078359 071524	07/25/2024	WATER	002-1114-51220	4.45
SPARKLETTS	22078359 071524	07/25/2024	WATER	002-1115-51220	4.53
SPARKLETTS	22078359 071524	07/25/2024	WATER	002-1121-51220	4.45
SPARKLETTS	22078359 071524	07/25/2024	WATER	002-1122-51220	4.45
SPARKLETTS	22078359 071524	07/25/2024	WATER	002-1123-51220	4.45
SPARKLETTS	22078359 071524	07/25/2024	WATER	002-1124-51220	4.45
SPARKLETTS	22078359 071524	07/25/2024	Water	034-1125-51220	36.23
SPARKLETTS	22083693 071524	07/25/2024	WATER	002-1090-51220	31.97
SPARKLETTS	22083757 071524	07/25/2024	WATER	002-1109-51220	49.95
SPARKLETTS	22083757 071524	07/25/2024	WATER	002-1110-51220	72.93
SPARKLETTS	22083757 071524	07/25/2024	WATER	002-1110-51220	8.32
SPARKLETTS	22084592 071524	07/25/2024	WATER	002-1002-51220	8.32
SPARKLETTS	22084592 071524	07/25/2024	WATER	002-1003-51220	8.32
SPARKLETTS	22084592 071524	07/25/2024	WATER	002-1007-51220	16.65

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPARKLETTS	22084592 071524	07/25/2024	WATER	002-1030-51220	41.62
SPARKLETTS	22084592 071524	07/25/2024	WATER	002-1060-51220	33.30
SPARKLETTS	22084592 071524	07/25/2024	WATER	002-1065-51220	33.30
SPARKLETTS	22084592 071524	07/25/2024	WATER	002-1075-51220	8.32
SPARKLETTS	22084592 071524	07/25/2024	WATER	002-1080-51220	16.65
SPARKLETTS	22084937 071524	07/25/2024	WATER	002-1010-51220	68.46
Purchased From Vendor SPARKLETTS Total:					457.25
Purchased From Vendor: STAMPS.COM					
CITIBANK	3651564153 7/24	07/25/2024	Postage	002-1090-51105	20.19
CITIBANK	3651564153 7/24	07/25/2024	Postage	002-1100-51105	19.99
CITIBANK	3651564153 7/24	07/25/2024	Postage	002-1100-51105	100.00
CITIBANK	3651565102 Credit	07/03/2024	Stamps.com Credit	002-1110-51105	-8.38
Purchased From Vendor STAMPS.COM Total:					131.80
Purchased From Vendor: STAPLES					
CITIBANK	3651564153 7/24	07/25/2024	Safety Pins	002-1010-51100	7.12
CITIBANK	3651564153 7/24	07/25/2024	Toner Cart.	002-1060-51100	331.69
CITIBANK	3651564153 7/24	07/25/2024	Note Pads,Pens	010-1150-51100	40.85
CITIBANK	3651564153 Credit	07/25/2024	Paper	002-1010-51100	-48.44
Purchased From Vendor STAPLES Total:					331.22
Purchased From Vendor: STATE BAR OF TEXAS					
CITIBANK	3651564153 7/24	07/25/2024	Registration	002-1030-51300	815.00
Purchased From Vendor STATE BAR OF TEXAS Total:					815.00
Purchased From Vendor: STATE COMPTROLLER					
STATE COMPTROLLER	Civil Fees 7/24	07/25/2024	Civil Fees	002-22130	5,592.50
STATE COMPTROLLER	Electronic Filing Sys 7/24	07/25/2024	Electronic Filing System	002-22130	120.00
STATE COMPTROLLER	Specialty Court Prog 7/24	07/25/2024	Specialty Court Program	002-22120	1.01
STATE COMPTROLLER	State Criminal Costs 7/24	07/25/2024	State Criminal Costs	002-22120	17,748.25
Purchased From Vendor STATE COMPTROLLER Total:					23,461.76
Purchased From Vendor: SWIF II DATACOM INVESTMENT CO. TOWERS LLC					
SWIF II DATACOM INVESTMEN	SWIF-II-Hemphill082024	07/25/2024	Tower Rent	002-1110-51150	710.27
Purchased From Vendor SWIF II DATACOM INVESTMENT CO. TOWERS LLC Total:					710.27
Purchased From Vendor: TAC HEBP					
TAC HEBP	INV00000014	07/10/2024	PY Group Term Life TAC HEBP	002-21225	174.78
TAC HEBP	INV00000014	07/10/2024	PY Group Term Life TAC HEBP	010-21225	35.76
TAC HEBP	INV00000014	07/10/2024	PY Group Term Life TAC HEBP	034-21225	2.98
TAC HEBP	INV00000015	07/10/2024	PY Health Insurance Deductio	002-21225	1,536.57
TAC HEBP	INV00000015	07/10/2024	PY Health Insurance Deductio	010-21225	471.57
TAC HEBP	INV00000016	07/10/2024	PY Health Insurance Deductio	002-21225	55,168.38
TAC HEBP	INV00000016	07/10/2024	PY Health Insurance Deductio	010-21225	11,220.69
TAC HEBP	INV00000016	07/10/2024	PY Health Insurance Deductio	034-21225	935.06
TAC HEBP	CM00000003	07/22/2024	PY Group Term Life TAC HEBP	002-21225	-2.98
TAC HEBP	CM00000004	07/22/2024	PY Health Insurance Deductio	002-21225	-905.22
TAC HEBP	INV00000045	07/24/2024	PY Health Insurance Deductio	002-21225	1,536.57
TAC HEBP	INV00000045	07/24/2024	PY Health Insurance Deductio	010-21225	471.57
Purchased From Vendor TAC HEBP Total:					70,645.73
Purchased From Vendor: TAHN					
CITIBANK	3651564153 7/24	07/25/2024	Training P.Wilson	002-1110-51300	500.00
CITIBANK	3651564153 7/24	07/25/2024	Training P.Wilson	002-1110-51300	120.00
Purchased From Vendor TAHN Total:					620.00
Purchased From Vendor: TCDRS					
TCDRS	INV00000024	07/10/2024	PY TCDRS - Retirement Emplo	002-21209	18,795.80
TCDRS	INV00000024	07/10/2024	PY TCDRS - Retirement Emplo	010-21209	3,068.61
TCDRS	INV00000024	07/10/2024	PY TCDRS - Retirement Emplo	034-21209	512.34
TCDRS	INV00000053	07/24/2024	PY TCDRS - Retirement Emplo	002-21209	18,826.52
TCDRS	INV00000053	07/24/2024	PY TCDRS - Retirement Emplo	010-21209	3,122.18
TCDRS	INV00000053	07/24/2024	PY TCDRS - Retirement Emplo	034-21209	505.94
Purchased From Vendor TCDRS Total:					44,831.39

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY					
CITIBANK	3651564153 7/24	07/25/2024	TCEQ Test	002-1040-51300	113.75
Purchased From Vendor TEXAS COMMISSION ON ENVIRONMENTAL QUALITY Total:					113.75
Purchased From Vendor: TEXAS DEPARTMENT OF STATE HEALTH SERVICES					
TEXAS DEPARTMENT OF STAT	2022571	07/25/2024	MONTHLY INVOICE FOR REM	002-22140	76.86
Purchased From Vendor TEXAS DEPARTMENT OF STATE HEALTH SERVICES Total:					76.86
Purchased From Vendor: TEXAS DEPT. OF MOTOR VEHICLES					
CITIBANK	3651564153 7/24	07/25/2024	Registration	002-1110-52225	9.50
Purchased From Vendor TEXAS DEPT. OF MOTOR VEHICLES Total:					9.50
Purchased From Vendor: TEXAS MEDICINE RESOURCES					
TEXAS MEDICINE RESOURCES	Inmate Health 7/24	07/25/2024	EMERGENCY ROOM TREATME	002-1005-55320	202.00
Purchased From Vendor TEXAS MEDICINE RESOURCES Total:					202.00
Purchased From Vendor: TRANSUNION RISK & ALTERNATIVE DATA SOL.					
CITIBANK	3651564153 7/24	07/25/2024	Transunion	002-1110-57210	100.00
CITIBANK	3651564153 7/24	07/25/2024	Transunion	002-1110-57210	100.00
Purchased From Vendor TRANSUNION RISK & ALTERNATIVE DATA SOL. Total:					200.00
Purchased From Vendor: TYLER TECHNOLOGIES INC.					
TYLER TECHNOLOGIES INC.	025-472127	07/25/2024	AP DATA CONVERSION	002-1175-57180	6,250.00
TYLER TECHNOLOGIES INC.	025-472527	07/25/2024	HR-PY CONVERSION	002-1175-57180	7,560.00
Purchased From Vendor TYLER TECHNOLOGIES INC. Total:					13,810.00
Purchased From Vendor: U.S. BANK EQUIPMENT FINANCE					
U.S. BANK EQUIPMENT FINAN	532816220	07/25/2024	JP-COPIER LEASE	002-1090-51110	52.54
U.S. BANK EQUIPMENT FINAN	533132031	07/25/2024	COPIER LEASE	014-1060-51110	206.30
Purchased From Vendor U.S. BANK EQUIPMENT FINANCE Total:					258.84
Purchased From Vendor: U.S. POSTAL SERVICE					
CITIBANK	3651564153 7/24	07/25/2024	Overnight postage for FV pay	002-1080-51105	30.45
CITIBANK	3651565102	07/25/2024	Postage	002-1110-51105	10.18
Purchased From Vendor U.S. POSTAL SERVICE Total:					40.63
Purchased From Vendor: URBINA SUPPORT SERVICES					
URBINA SUPPORT SERVICES	2024-00118	07/25/2024	#6561-KIEFER	002-1002-54120	732.67
Purchased From Vendor URBINA SUPPORT SERVICES Total:					732.67
Purchased From Vendor: VERIZON WIRELESS					
VERIZON WIRELESS	9968750052	07/25/2024	VA-Cell Phone	002-1114-50200	46.25
Purchased From Vendor VERIZON WIRELESS Total:					46.25
Purchased From Vendor: VISION SERVICE PLAN					
VISION SERVICE PLAN	INV0000026	07/10/2024	PY Vision Insurance - Employee	002-21225	41.36
VISION SERVICE PLAN	INV0000026	07/10/2024	PY Vision Insurance - Employee	010-21225	5.80
VISION SERVICE PLAN	INV0000027	07/10/2024	PY Vision Insurance - Employee	002-21225	378.38
VISION SERVICE PLAN	INV0000027	07/10/2024	PY Vision Insurance - Employee	010-21225	74.44
VISION SERVICE PLAN	INV0000027	07/10/2024	PY Vision Insurance - Employee	034-21225	6.20
VISION SERVICE PLAN	CM0000005	07/22/2024	PY Vision Insurance - Employee	002-21225	-5.62
VISION SERVICE PLAN	INV0000055	07/24/2024	PY Vision Insurance - Employee	002-21225	41.36
VISION SERVICE PLAN	INV0000055	07/24/2024	PY Vision Insurance - Employee	010-21225	5.80
Purchased From Vendor VISION SERVICE PLAN Total:					547.72
Purchased From Vendor: WAL-MART					
CITIBANK	3651564153 7/24	07/25/2024	Camera	034-1125-58130	199.00
Purchased From Vendor WAL-MART Total:					199.00
Purchased From Vendor: WELLS FARGO					
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1010-51110	62.79
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1030-51110	62.79
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1065-51110	62.79
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1070-51110	62.79
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1080-51110	62.79
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1085-51110	8.97
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1100-51110	62.79
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1109-51110	62.79

Payables 07-25-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1110-51110	62.79
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1114-51110	8.96
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1115-51110	8.97
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1121-51110	8.97
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1122-51110	8.97
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1123-51110	8.97
WELLS FARGO	5030550969	07/25/2024	Multi Dept-COPIER LEASE	002-1124-51110	8.97
WELLS FARGO	5030593048	07/25/2024	Library-COPIER LEASE	034-1125-51110	88.00
Purchased From Vendor WELLS FARGO Total:					653.10
Purchased From Vendor: WOOD COUNTY ASPHALT LTD.					
WOOD COUNTY ASPHALT LTD. 10837		07/25/2024	1275 & 1490 OILSAND 67.77 T	010-1150-52320	6,438.15
WOOD COUNTY ASPHALT LTD. 10843		07/25/2024	YARD-1 OILSAND 25.26 TONS	010-1150-52320	2,399.70
WOOD COUNTY ASPHALT LTD. 10847		07/25/2024	YARD-1 & 1490 OILSAND 89.9	010-1150-52320	8,540.50
WOOD COUNTY ASPHALT LTD. 10853		07/25/2024	1275 OILSAND 139.24 TONS 1	010-1150-52320	13,227.80
Purchased From Vendor WOOD COUNTY ASPHALT LTD. Total:					30,606.15
Purchased From Vendor: WOODRUM CONSTRUCTION, LLC					
WOODRUM CONSTRUCTION, 6043		07/25/2024	HEAVY HAUL EMORY TO COO	010-1150-52320	1,000.00
WOODRUM CONSTRUCTION, 6051		07/25/2024	YARD-4 HAUL RAP AND FUEL	010-1150-52320	6,684.40
Purchased From Vendor WOODRUM CONSTRUCTION, LLC Total:					7,684.40
Grand Total:					319,369.13

07/25/2024 Liability Payables

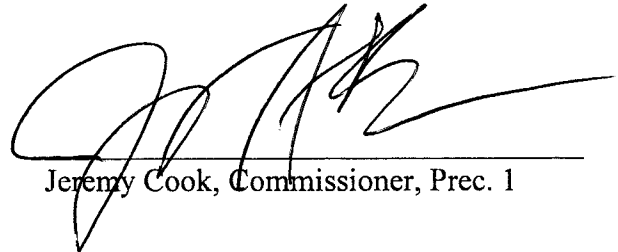
Vendor	Type	Check Date/ACH Date	Account	Amount
Liberty National	ACH payment	8/2/2024	2-0225 HR Insurance Payable	\$655.28
Office of the Attorney General	ACH payment	8/2/2024	2-0228 Child Support Pay	\$842.01
United States Treasury	ACH payment	7/26/2024	2-0222 Payroll W/H & 2-0210 FICA	\$34,461.57

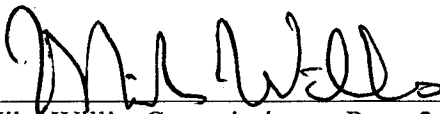
+ \$319,369.13
= \$355,327.99

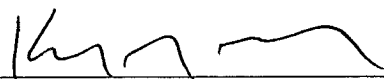
The Rains County Commissioners Court Approved and Signed the Payment of Accounts

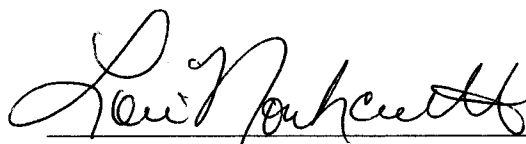
this 25th day of July, 2024.

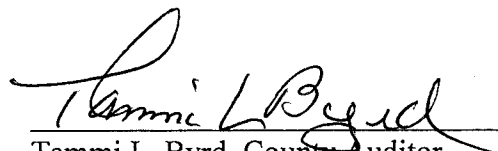

Linda Wallace, County Judge


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
Haylie Wyatt	Dispatch	7/3/2024
Michelle "D'Lyn" Davis	Sheriff	7/9/2024
Zachry Cagle	Jail	7/16/2024

New Hires

Employee	Department	Hire Date	Pay Rate	Classification
Kailee Wedeking	Dispatch	7/22/2024	\$16.00	Full Time
Brooklyn Monk	Dispatch	7/22/2024	\$16.00	Full Time

Position/Pay Changes

Kimberly Porter - Sheriff Admin Asst. pay increased from \$16.28 to \$20.00 on 7/10/24, for more responsibilities. Already budgeted.

People - All Results are in Central Standard Time

- Users
78
- All Courses Assigned
78
- All Courses Completed
65
- Completion Percentage
83

Person	Username	Total Courses	Active	Complete	Access Role
Abigail Reed	abigail.reed@co.rains.tx.us	1	Active	Complete	
Allen Davis	rains.constable@co.rains.tx.us	1	Active	Complete	
Amy Wallace	amy.wallace@co.rains.tx.us	1	Active	Complete	
Andy Lowen	andy.lowen@co.rains.tx.us	1	Active	Complete	
Angelica Sandoval	angelica.sandoval@co.rains.tx.us	1	Active	Complete	
Anthony Bomar	anthony.bomar@co.rains.tx.us	1	Active	Complete	
Ashley Hobbs	ashley.hobbs@co.rains.tx.us	1	Active	0% Complete	
Ashley Holman	ashley.holman@co.rains.tx.us	1	Active	Complete	
Austin Griffin	austin.griffin@co.rains.tx.us	1	Active	Complete	
Billy Hill	billy.hill@co.rains.tx.us	1	Active	Complete	
Bridgett Snedeger	bridgett.snedeger@co.rains.tx.us	1	Active	Complete	
Calinda Roden	calinda.roden@co.rains.tx.us	1	Active	Complete	
Central Baptist Church Rose M Parker	rose.parker@co.rains.tx.us	1	Active	Complete	
Christina Kappel	christina.kappel@co.rains.tx.us	1	Active	0% Complete	
Christopher Jackson	cjackson@co.rains.tx.us	1	Active	0% Complete	
Christopher jackson	christopher.jackson@co.rains.tx.us	1	Active	0% Complete	
Cory Parker	cory.parker@co.rains.tx.us	1	Active	Complete	
Crystal Mayer	crystal.mayer@co.rains.tx.us	1	Active	Complete	

Person	Username	Total Courses	Active	Complete	Access Role
Daniel Resendiz	daniel.resendiz@co.rains.tx.us	1	Active	Complete	
Danielle Aly	danielle.al@co.rains.tx.us	1	Active	Complete	
David Harvey	david.harvey@co.rains.tx.us	1	Active	Complete	
David Rojo	david.rojo@co.rains.tx.us	1	Active	Complete	
Devin Wallace	devin.wallace@co.rains.tx.us	1	Active	0% Complete	
Donna Allen	donna.allen@co.rains.tx.us	1	Active	Complete	
Dylan Peterson	dylan.peterson@co.rains.tx.us	1	Active	Complete	
Elgin Curry	elgin.curry@co.rains.tx.us	1	Active	0% Complete	
Erin Hreha-Purdon	erin.hreha-purdon@co.rains.tx.us	1	Active	Complete	
Gayla Sparkman	gayla.sparkman@co.rains.tx.us	1	Active	Complete	
George Hernandez	george.hernandez@co.rains.tx.us	1	Active	Complete	
Glenda Harder	glenda.harder@co.rains.tx.us	1	Active	Complete	
Gracie Turner	gracie.turner@co.rains.tx.us	1	Active	Complete	
Heather Pruitt	heather.pruitt@co.rains.tx.us	1	Active	Complete	
Jaclyn Duncan	jaclyn.duncan@co.rains.tx.us	1	Active	0% Complete	
Jenkins Franklin	jenkins.franklin@co.rains.tx.us	1	Active	Complete	
Jennifer Patterson	jennifer.patterson@co.rains.tx.us	1	Active	Complete	
Jenny Mansfield	jenny.mansfield@co.rains.tx.us	1	Active	Complete	
Jeremy Caviness	jeremy.caviness@co.rains.tx.us	1	Active	Complete	
Jeremy Cook	jeremy.cook@co.rains.tx.us	1	Active	Complete	
Joe Parker	joe.parker@co.rains.tx.us	1	Active	Complete	
Jordan Aly	jordan.al@co.rains.tx.us	1	Active	0% Complete	
Juan Romero	juan.romero@co.rains.tx.us	1	Active	Complete	
Keith Lewis	keith.lewis@co.rains.tx.us	1	Active	Complete	
Kimberly Porter	kim.porter@co.rains.tx.us	1	Active	Complete	
Korey Young	korey.young@co.rains.tx.us	1	Active	Complete	
Kristi Hopkins	kristi.hopkins@co.rains.tx.us	1	Active	Complete	

Person	Username	Total Courses	Active	Complete	Access Role
Laura Pate	laura.pate@co.rains.tx.us	1	Active	Complete	
Lauryn Holcomb	lauryn.holcomb@co.rains.tx.us	1	Active	Complete	
Linda Wallace	linda.wallace@co.rains.tx.us	1	Active	Complete	Team Leader
Lisa Kneifi	lisa.kneifi@co.rains.tx.us	1	Active	Complete	
Lori Hutchins	lori.hutchins@co.rains.tx.us	1	Active	Complete	
Lori Ann Northcutt	lori.northcutt@co.rains.tx.us	1	Active	Complete	
Lynn Adams	lynn.adams@co.rains.tx.us	1	Active	0% Complete	
Maggie Ingram	maggie.ingram@co.rains.tx.us	1	Active	Complete	
Mandy Sawyer	mandy.sawyer@co.rains.tx.us	1	Active	Complete	
Mark Negri	mark.negri@co.rains.tx.us	1	Active	Complete	
Melba Wiley	melba.wiley@co.rains.tx.us	1	Active	Complete	Team Leader
Melissa Butler	melissa.butler@co.rains.tx.us	1	Active	Complete	
Michael Cowley	michael.cowley@co.rains.tx.us	1	Active	0% Complete	
Michael Hopkins	michael.hopkins@co.rains.tx.us	1	Active	Complete	
Mike Willis	mike.willis@co.rains.tx.us	1	Active	Complete	
Misty Fergason	misty.fergason@co.rains.tx.us	1	Active	Complete	
Molly Lennon	molly.lennon@co.rains.tx.us	1	Active	Complete	
Nace Hood	nace.hood@co.rains.tx.us	1	Active	Complete	
Nadia Barnard	nadia.barnard@co.rains.tx.us	1	Active	0% Complete	
PAIGE WILSON	paige.wilson@co.rains.tx.us	1	Active	Complete	
Robert Vitow	robert.vitow@co.rains.tx.us	1	Active	Complete	
Ronnie Morgan	ronnie.morgan@co.rains.tx.us	1	Active	Complete	
Ryan Neville	ryan.neville@co.rains.tx.us	1	Active	0% Complete	
Sarah Latham	sarah.latham@ag.tamu.edu	1	Active	Complete	
Sheila Floyd	sheila.floyd@co.rains.tx.us	1	Active	Complete	
Stacy Parker	stacy.parker@co.rains.tx.us	1	Active	Complete	
Stephen Gowin	sgowin@ag.tamu.edu	1	Active	Complete	

Person	Username	Total Courses	Active	Complete	Access Role
Sue Caruana	scaruana@ag.tamu.edu	1	Active	Complete	
Tammi Byrd	tammi.byrd@co.rains.tx.us	1	Active	Complete	
Teresa Northcutt	teresa.northcutt@co.rains.tx.us	1	Active	Complete	
Tiffany Andrews	tiffany.andrews@co.rains.tx.us	1	Active	0% Complete	
Wendy Byrd	wendy.byrd@co.rains.tx.us	1	Active	Complete	
Wilburn McCurley	wilburn.mccurley@co.rains.tx.us	1	Active	Complete	



Regional Organized Crime Information Center
545 Marriott Drive Suite 850 Nashville TN 37214
Toll-Free: 1-800-238-7985
Email: membership@rocic.riss.net
Fax: 615-234-5439
Internet: www.riss.net

MEMORANDUM OF AGREEMENT

New Application

Rains County Sheriff's Office

ROCIC Agency
Number

Name of Agency

Emory, Texas

City and State

Sheriff Michael Hopkins

Agency Administrative Head (Please Type or Print)

As members of the **Regional Organized Crime Information Center**, all designated personnel from this Agency shall abide by the Constitution and By-Laws that govern this organization, and follow the policies, procedures and guidelines concerning the use of all services rendered by the **Regional Organized Crime Information Center**.

This Agency also agrees to abide by the principles set forth in 28 CFR Part 23, §23.20. "Each participating agency, as a condition of participation, must accept in writing those principles which govern the submission, maintenance and dissemination of information included as part of the interjurisdictional system." (48454 Federal Register/Vol.58, No. 178, Rules and Regulations 28 CFR Part 23, § 23.30 (d)(2)).

The purpose of regulation 28 CFR Part 23 is to assure that all criminal intelligence systems are utilized in conformance with the privacy and constitutional rights of individuals. Therefore, all information submitted to the **Regional Organized Crime Information Center** shall conform to 28 CFR Part 23, § 23.20 (attached) and will remain the property of the submitting agency.

Donna Williams

Donna Williams, ROCIC Director

Lena Wallace

Signature of Administrative Head

July 25, 2024

Date

Date

COPY



APPLICATION FOR MEMBERSHIP

Regional Organized Crime Information Center

Date: 06/14/2024

A completed ROCIC Application for Membership must be received by the Director of ROCIC 45 days prior to a regularly scheduled Board of Directors Meeting to be eligible for approval for membership. The application must be accompanied by a Memorandum of Agreement signed by the Administrative Head and Member Agency sponsor letter. Please provide the following for RISSNET dual-factor authentication: individual phone number (text and voice) and your Agency email address. Select "Sworn LE" only if currently sworn or select "Working on Behalf of Sworn LE." Do NOT select both boxes.

Administrative Head, Title Michael Hopkins, Sheriff		Sworn LE <input checked="" type="checkbox"/>	Working on Behalf of Sworn LE <input type="checkbox"/>	Mobile Phone/Txt (469) 271-6507	Email Used Daily michael.hopkins@co.rains.tx.us
Agency Name Rains County Sheriff's Office		ORI Number TX1900000		County Rains	
Street Address 313 E. North Street		City, State, Zip Emory, TX 75440			
Mailing Address PO Box 398		City, State, Zip Emory, TX 75440			
No. of Sworn Personnel No. Assigned to Intelligence 0	Agency Phone Number (903) 473-3181	Agency Fax Number (903) 473-3008		Billing Email michael.hopkins@co.rains.tx.us	
Person to be ROCIC Executive Member David Rojo		Title Chief Deputy		Mobile Phone/Txt Number (903) 440-6511	
Email Used Daily david.rojo@co.rains.tx.us		Sworn LE <input checked="" type="checkbox"/>		Working on Behalf of Sworn LE <input type="checkbox"/>	
Person to be ROCIC Representative Danielle Aly		Title Investigator		Mobile Phone/Txt Number (903) 474-0583	
Email Used Daily danielle.aly@co.rains.tx.us		Sworn LE <input checked="" type="checkbox"/>		Working on Behalf of Sworn LE <input type="checkbox"/>	

This agency agrees to abide by the rules and policies of ROCIC in all matters connected with ROCIC Membership

Signature of Agency Administrative Head:

Linda Wallace

To ADD Authorized Users,
please refer them to:

<https://register.riss.net>

COPY

- ☐ Application Complete
- ☐ MOA
- ☐ Sponsor Letter
- ☐ LEC Agency Review Form

Board of Directors Action:

Date: _____ Deputy Director Approval: _____