NOTICE OF REGULAR MEETING OF THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS

Notice is hereby given that a regular meeting of the above named Commissioners Court will be held on Monday, the 10th day of April 2023 at 09:00 A.M., at 101 N. Minter, Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

- 1. Call meeting to order.
- 2. Read and approve minutes of previous meeting.
- 3. Hospital reports/approve hospital bills.
- 4. Citizens Comments.
- 5. Discuss and take any action on renting a house for part-time Deputies.
- 6. Discuss and take any action on setting a due date on billing invoices.
- 7. Discuss and take any action on approving assistance from Wolf Pak for County Treasurer training on software.
- 8. Discuss and take any action on lawn maintenance for Throckmorton County Jail, Senior Citizens, Throckmorton County Courthouse, and south corner lot.
- 9. Discuss and take any action on combining part-time position and Custodian to make a full-time position.
- 10. Discuss and take any action on appointing Jake Lederle to represent Throckmorton County for Monarch Creek Wind project.
- 11. Discuss and take any action on abatement application with Monarch Creek Wind project.
- 12. Elected officials report.
- 13. Approve and pay bills.
- 14. Executive Session pursuant to Texas Government Code
 - A. 551.071: Consultation with attorney
 - B. 551.072: Deliberation regarding real property
 - C. 551.073: Deliberation regarding a prospective gift
 - D. 551.074: Personnel matters
- 15. Adjourn.

Commissioners Court of Throckmorton County, Texas

Kayley Briles

Agenda Clerk

FILED FOR RECORD

at // o'clock a m

APR 0 6 2023

CLERK COURT THROCKNONTON, TX

COMMISSIONER'S COURT

Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 10th day of April, 2023, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Casey Wells, Commissioner Pct. 1

Kasey Hibbitts, Commissioner Pct. 2

Greg Brockman, Commissioner Pct. 3

Klay Mitchell, Commissioner Pct. 4

Caleb Hodges, County Judge

Dianna Moore, County Clerk

Others present: Michelle Clark, Bobby Thompson, Bryan Key, Kirby Gober, Jake Lederle Allen Bristol, and Doc Wigington

- 1. Caleb Hodges called meeting to order at 9:00 A.M. and welcomed guest.
- 2. Minutes from the previous meeting were reviewed. Casey Wells made the motion with Kasey Hibbitts seconding to approve the minutes on regular meeting. Motion carried 5-0.
- Kirby Gober presented the court with the Hospital bills and report. Mr. Gober stated the bills
 were in the amount of \$220,465.60 and that it was a routine month. Motion was made by Casey
 Wells and seconded by Klay Mitchell to approve the report and pay the bills. Motion carried 50.
- 4. Citizen's Comments: Allen Bristol with TAC introduced himself to the court and spoke on what TAC services that are offered to the county employees.
- 5. Caleb Hodges made the motion with Klay Mitchell seconding to allow the Sheriff to negotiate a contract with Shelby Shaver on renting a house for the relief deputies and to report back to the court. Motion carried 5-0.
- 6. Klay Mitchell made the motion with Kasey Hibbitts seconding to set the due date on billing invoices at 30 days. Motion carried 5-0.
- 7. Casey Wells made the motion with Kasey Hibbitts seconding to approve County Treasurer to get assistance from Wolfpak for training on her software. The training will be done via Zoom. Motion carried 5-0.
- 8. Greg Brockman made the motion with Klay Mitchell seconding to speak with the city and to advertise for lawn care for the Courthouse, Jail, Senior Citizen's, and the South Corner Lot on a scheduled basis. Motion carried 5-0.
- 9. Greg Brockman made the motion with Kasey Hibbitts seconding to combine part time position and custodial position as a full-time position. Motion carried 5-0.
- 10. Klay Mitchell made the motion with Kasey Hibbitts seconding to appoint Jake Lederle to represent Throckmorton County for the Monarch Creek Wind Project. Motion carried 5-0.
- 11. No action
- 12. Elected Officials Report: Doc Wigington's report is attached.
- 13. The bills were reviewed, and Casey Wells made the motion with Klay Mitchell seconding to approve and pay the bills. Motion carried 5-0.
- 14. At 9:29 am Caleb Hodges made the motion to go into Executive Session under 551.071 with Klay Mitchell seconding. Motion carried 5-0. At 9:41 am Casey Wells made the motion to

- come out of Executive Session with Kasey Hibbitts seconding. Motion carried 5-0. The court resumed to regular session at 9:41 am.
- 15. Casey Wells made the motion and seconded by Greg Brockman to adjourn at 9:59 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 24th day of April, 2023.

ATTEST: County Clerk

County Judge

Caleb Hodges, County Judge

Throckmorton County, Texas

Subject: TCMH Payables

The attached payables for Throckmorton County Memorial Hospital were reviewed and approved by the Board of Directors at the Regular Monthly Business Meeting April 5, 2023

The total amount approved by the board is $\frac{200 + 560}{200}$

County funds requested:

President TCMH Board of Directors

THROCKMORTON COUNTY MEMORIAL HOSPITAL

Expenses Approved by TCMH Board of Directors April 5, 2023

Presented to:

Throckmorton County Commissioner's Court
April 10, 2023

\$80.07 MILEAGE TO PICKUP GROCERIES & FOOD ITEM REIMB. \$400.00 WEBSITE HOSTING FEES (2022 & 2023) \$1,240.00 DIETARY EQUIPMENT MAINTENANCE \$28,597.47 \$25,131.11 - HOSPITAL PORTION \$57.64 MILEAGE TO GET GROCERIES \$33,325.00 FEB. PHYSICIAN COVERAGE \$1,900.00 OT SERVICES Amount: Comments \$200.00 RAC DUES \$30.00 \$1,278.48 \$252.48 \$187.83 \$17.59 \$57.78 \$72.33 \$517.80 \$558.17 \$328.47 \$355.95 \$355.95 \$355.95 \$355.95 \$414.82 \$427.84 \$39.56 \$629.18 \$9.21 \$424.99 \$342.19 \$616.32 \$777.99 \$40.00 \$329.36 \$234.00 \$332.00 \$3,000.00 \$34,406.70 \$1,101.00 \$189.27 \$134.81 \$463.33 3/2/2023 3/2/2023 3/22/2023 3/27/2023 3/17/2023 3/22/2023 3/16/2023 3/23/2023 3/23/2023 3/30/2023 3/27/2023 3/13/2023 3/22/2023 3/24/2023 3/24/2023 2/22/2023 3/13/2023 3/20/2023 3/27/2023 2/28/2023 3/3/2023 4/1/20233/31/2023 3/24/2023 3/15/20232/28/2023 3/9/2023 3/9/2023 3/16/2023 3/30/2023 3/29/2023 3/14/2023 4/2/20233/13/2023 3/22/2023 3/17/2023 3/6/2023 2/28/2023 3/9/2023 3/14/2023 4/1/2023 Invoice Date: EMERSON EVANS DBA EZ CLEANING SOLUTIONS 04/05/2023 BIG COUNTRY REG ADVISORY COUNCIL CONCORD MEDICAL GROUP OF TEXAS AR MANAGEMENT & SOLUTIONS, LLC BLUECROSS BLUE SHIELD OF TEXAS BENCHMARK BUSINESS SOLUTIONS CARDINAL HEALTH MEDICAL PROD CARDINAL HEALTH MEDICAL PROD EMERGENCE TELERADIOLOGY ALSCO LINEN AND UNIFORM COMMERCIAL & INDUSTRIAL ALSCO LINEN AND UNIFORM ALSCO LINEN AND UNIFORM AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES CITY OF THROCKMORTON C D HARTNETT COMPANY C D HARTNETT COMPANY C D HARTNETT COMPANY C D HARTNETT COMPANY EMPIRE PAPER COMPANY ABC PRINTING SERVICE BOUND TREE MEDICAL BOUND TREE MEDICAL BRADEN, JONATHAN ABY BENEFITS LLC BETSY COOK, OTR BENSON, KARLA BENSON, KATHY Vendor Name: TCMH Expenditure List AIRGAS AIRGAS AFLAC CPSI 10006 Vendor #: 10006 10138 10138 10138 10138 10510 10038 10002 10521 10005 10138 10138 10316 10429 10022 10138 10138 10393 10393 10393 10102 10103 10018 10018 10026 10028 10471 00157 00157 00157 10400 10536 10120 10022 10511 10021 10021 10021 10021 က

\$158.10

3/7/2023

3/14/2023

EMPIRE PAPER COMPANY

10038

00032

EMSCHARTS INC

10313	ESCALON, SANDY	3/13/2023	\$208.91 LAB COURIER SERVICES
10413	EVERETT, LAUREN	3/20/2023	\$253.88 TRAVEL MILEAGE REIMB. & BAGGAGE CHECK REIMB. DFW
10533	GE MEDICAL SYSTEMS INFORMATION	3/2/2023	\$2,144.84
10050	GRAHAM REGIONAL MEDICAL CENTER	4/3/2023	\$120.59
10431	HANDYMAN SUPPLY INC.	3/31/2023	\$1,972.65
10064	HEALTH CARE LOGISTICS	3/24/2023	\$13.40 MEDICAL SUPPLIES
10064	HEALTH CARE LOGISTICS	3/24/2023	\$75.41 MEDICAL SUPPLIES
10314	HENDRICK REGIONAL BLOOD CENTER	3/9/2023	\$932.00
10465	HODGES, CALEB	3/27/2023	\$39.30 MILEAGE TO GET AMBULANCE
10248	HYSMITH AUTOMOTIVE & TRUCK REP	3/29/2023	\$503.70 MEDIC 2 TOW FEE FOR REPAIRS
10058	INTERSTATE ALL BATTERY CENTER	3/8/2023	\$61.52
10060	LANDAUER INC	3/15/2023	\$200.62 RADIOLOGY DOSIMETRY SERVICE
10192	LEAL RODOLFO, JR	4/5/2023	\$610.00 LAWN CARE SERVICES
10522	LEONARD AUTO SUPPLY	3/31/2023	\$210.69
10329	MAKOVY, DOBBI	3/28/2023	\$45.85 MILEAGE REIMB - PICK UP PHARMACY ITEM
10434	MCGUFFIN, TAMMI	3/28/2023	\$525.00 SPEECH THERAPY SERVICES
00164	MCKESSON MEDICAL-SURGICAL INC	4/4/2023	\$1.83
00164	MCKESSON MEDICAL-SURGICAL INC	3/8/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/13/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/15/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/21/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/24/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/24/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/27/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/28/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/29/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/30/2023	\$2.23
00164	MCKESSON MEDICAL-SURGICAL INC	3/31/2023	\$9.85
00164	MCKESSON MEDICAL-SURGICAL INC	3/29/2023	\$26.76
00164	MCKESSON MEDICAL-SURGICAL INC	3/16/2023	\$30.15
00164	MCKESSON MEDICAL-SURGICAL INC	3/30/2023	\$30.37
00164	MCKESSON MEDICAL-SURGICAL INC	3/25/2023	\$30.98
00164	MCKESSON MEDICAL-SURGICAL INC	3/16/2023	\$33.49
00164	MCKESSON MEDICAL-SURGICAL INC	3/22/2023	\$35.00
00164	MCKESSON MEDICAL-SURGICAL INC	3/31/2023	\$35.00
00164	MCKESSON MEDICAL-SURGICAL INC	3/28/2023	\$35.48
00164	MCKESSON MEDICAL-SURGICAL INC	3/29/2023	\$44.85
00164	MCKESSON MEDICAL-SURGICAL INC	3/14/2023	\$50.00
00164	MCKESSON MEDICAL-SURGICAL INC	4/4/2023	\$53.42
00164	MCKESSON MEDICAL-SURGICAL INC	3/29/2023	\$57.40
00164	MCKESSON MEDICAL-SURGICAL INC	3/15/2023	\$63.26
00164	MCKESSON MEDICAL-SURGICAL INC	3/29/2023	\$63.29
00164	MCKESSON MEDICAL-SURGICAL INC	3/30/2023	\$74.78
00164	MCKESSON MEDICAL-SURGICAL INC	3/12/2023	\$75.00
00164	MCKESSON MEDICAL-SURGICAL INC	4/4/2023	\$91.33

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QUILL CORPORATION 3/24/2023 R.A. BROWN RANCH 3/28/2023 SIDDONS-MARTIN EMERGENCY GROUP 4/3/2023 SIEDDONS-MARTIN EMERGENCY GROUP 4/3/2023 SIEDDONS-MARTIN EMERGENCY GROUP 3/15/2023 STAMFORD AMERICAN 3/15/2023 STAMFORD AMERICAN 3/15/2023 STAMFORD AMERICAN 3/15/2023 STAMFORD AMERICAN 3/15/2023 STAMFORD VISION OF TEXAS SELECT STAFFING, LLC 2/28/2023 TEXAS SELECT STAFFING, LLC 2/23/2023 TEXAS SELECT STAFFING, LLC 3/16/2023 TEXAS SELECT STAFFING, LLC 3/16/2023 TEXAS SELECT STAFFING, LLC 3/24/2023 TEXA	10062	QUILL CORPORATION	3/8/2023	\$115.99
R.A. BROWN RANCH 3/28/2023 51	062	QUILL CORPORATION	3/24/2023	=
SIDDONS-MARTIN EMERGENCY GROUP 4/3/2023 \$1 SIEMENS HEALTHCARE DIAGNOSTICS 2/8/2023 \$15/2023 SONDO ART LIC 3/15/2023 \$3 SONDO ART LIC 3/14/2023 \$5 STERICYCLE INC 3/1/2023 \$5 STERICYCLE INC 3/1/2023 \$5 SYNTRIO SOLUTIONS LLC 3/1/2022 \$5 TEXAS SELECT STAFFING, LLC 2/28/2023 \$5 TEXAS SELECT STAFFING, LLC 2/23/2023 \$5 TEXAS SELECT STAFFING, LLC 3/16/2023 \$5 TEXAS SELECT STAFFING, LLC 3/29/2023 \$5 TEXAS SELECT STAFFING, LLC 3/29/2023 \$5 TEXAS SELECT STAFFING, LLC 3/29/2023 \$5 TEXAS SELECT STAFFING, LLC 3/24/2023 \$5 TEXAS SELECT STAFFING, LLC 3/24/2023 \$5 TEXAS SELECT STAFFING, LLC 3/24/2023 \$5 TXU ENERGY 3/24/2023 \$5 TXU ENERGY 3/24/2023 \$5 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WILLIS SUPPLY COMPANY	488	R.A. BROWN RANCH	3/28/2023	\$829.91 BEEF PURCHASE
SIEMENS HEALTHCARE DIAGNOSTICS 2/8/2023 3/15/2023 3/6/2023	469	SIDDONS-MARTIN EMERGENCY GROUP	4/3/2023	\$845.88 AMBULANCE REPAIRS
SONO ART LLC 3/15/2023 STAMFORD AMERICAN 3/6/2023 STERICYCLE INC 3/31/2023 STERICYCLE INC 3/15/2023 SYNTRIO SOLUTIONS LLC 3/1/2023 SYNTRIO SOLUTIONS LLC 2/28/2023 SYNTRIO SOLUTIONS LLC 2/28/2023 TEXAS SELECT STAFFING, LLC 2/23/2023 TEXAS SELECT STAFFING, LLC 3/8/2023 TEXAS SELECT STAFFING, LLC 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 WEB FIRE COMMUNICATIONS, INC 3/24/2023 WEB FIRE COMMUNICATIONS, INC 3/24/2023 WILLIS SUPPLY COMPANY 3/24/2023 WILLIS SUPPLY COMPANY 3/24/2023 WINDERFAM 3/24/2023 WINDERFAM 3/24/2023	529	SIEMENS HEALTHCARE DIAGNOSTICS	2/8/2023	\$1,000.00 LAB TRAINING
STAMFORD AMERICAN 3/6/2023 STERICYCLE INC 3/31/2023 SUPERIOR VISION OF TEXAS 3/15/2023 SUPERIOR VISION OF TEXAS 3/15/2023 SYNTRIO SOLUTIONS LLC 3/12/2023 TEXAS SELECT STAFFING, LLC 2/28/2023 TEXAS SELECT STAFFING, LLC 3/29/2023 TEXAS SELECT STAFFING, LLC 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/24/2023 WILLIS SUPPLY COMPANY 3/24/2023 WINDERRAM 3/24/2023 WINDERRAM 3/24/2023	361	SONO ART LLC	3/15/2023	\$470.00 4 ULTRASOUNDS
STERICYCLE INC 3/31/2023 \$f SUPERIOR VISION OF TEXAS 3/15/2023 \$f SYNTRIO SOLUTIONS LLC 3/1/2052 \$f SYNTRIO SOLUTIONS LLC 2/28/2023 \$f TEXAS SELECT STAFFING, LLC 2/16/2023 \$f TEXAS SELECT STAFFING, LLC 3/16/2023 \$f TEXAS SELECT STAFFING, LLC 3/29/2023 \$f TEXAS SELECT STAFFING, LLC 3/29/2023 \$f TEXAS SELECT STAFFING, LLC 3/24/2023 \$f TXU ENERGY 3/24/2023 \$f TXU ENERGY 3/24/2023 \$f TXU ENERGY 3/24/2023 \$f TXU ENERGY 3/24/2023 \$f WEB FIRE COMMUNICATIONS, INC 3/24/2023 \$f WEB FIRE COMMUNICATIONS, INC 3/24/2023 \$f WEB FIRE COMMUNICATIONS, INC 3/24/2023 \$f WILLIS SUPPLY COMPANY 3/24/2023 \$f WINDER'S AUTO REPAIR 3/24/2023 \$f WINDER'S AUTO REPAIR 3/24/2023 \$f	153	STAMFORD AMERICAN	3/6/2023	\$130.00 ADVERTISEMENT
SUPERIOR VISION OF TEXAS 3/15/2023 SYNTRIO SOLUTIONS LLC 3/1/2052 SYNTRIO SOLUTIONS LLC 2/28/2023 TEXAS SELECT STAFFING, LLC 2/16/2023 TEXAS SELECT STAFFING, LLC 2/23/2023 TEXAS SELECT STAFFING, LLC 3/16/2023 TEXAS SELECT STAFFING, LLC 3/29/2023 TEXAS SELECT STAFFING, LLC 3/29/2023 TXU ENERGY 3/24/2023 VOSS, KINSI 3/24/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WEB FIRE COMMUNICATIONS, INC 3/24/2023 WILLIS SUPPLY COMPANY 3/24/2023 WILLIS SUPPLY COMPANY 3/24/2023 WINDER'S AUTO REPAIR 3/24/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/24/2023	980	STERICYCLE INC	3/31/2023	\$1,084.76
SYNTRIO SOLUTIONS LLC 3/6/2023 \$5 SYNTRIO SOLUTIONS LLC 3/1/2052 \$5 TEXAS SELECT STAFFING, LLC 2/16/2023 \$5 TEXAS SELECT STAFFING, LLC 2/23/2023 \$5 TEXAS SELECT STAFFING, LLC 3/16/2023 \$5 TEXAS SELECT STAFFING, LLC 3/26/2023 \$5 TEXAS SELECT STAFFING, LLC 3/24/2023 \$5 TEXAS SELECT STAFFING, LLC 3/24/2023 \$5 TXU ENERGY 3/24/2023 \$1 TXU ENERGY 3/24/2023 \$1 TXU ENERGY 3/24/2023 \$1 TXU ENERGY 3/24/2023 \$1 WEB FIRE COMMUNICATIONS, INC 4/5/2023 \$1 WEB FIRE COMMUNICATIONS, INC 4/5/2023 \$1 WEB FIRE COMMUNICATIONS, INC 3/28/2023 \$1 WILLIS SUPPLY COMPANY 3/24/2023 \$2 WILLIS SUPPLY COMPANY 3/24/2023 \$2 WINDER'S AUTO REPAIR 3/24/2023 \$2 WINDER'S AUTO REPAIR 3/24/2023 \$2	910	SUPERIOR VISION OF TEXAS	3/15/2023	\$251.74 \$188.48 - HOSPITAL PORTION
SYNTRIO SOLUTIONS LLC 3/1/2052 \$5 TEXAS SELECT STAFFING, LLC 2/28/2023 \$6 TEXAS SELECT STAFFING, LLC 2/23/2023 \$6 TEXAS SELECT STAFFING, LLC 3/16/2023 \$6 TEXAS SELECT STAFFING, LLC 3/29/2023 \$6 TEXAS SELECT STAFFING, LLC 3/24/2023 \$6 TEXAS SELECT STAFFING, LLC 3/24/2023 \$6 TXU ENERGY 3/24/2023 \$7 TXU ENERGY 3/24/2023 \$1 TXU ENERGY 3/24/2023 \$1 TXU ENERGY 3/24/2023 \$1 TXU ENERGY 3/24/2023 \$1 WEB FIRE COMMUNICATIONS, INC 4/5/2023 \$1 WEB FIRE COMMUNICATIONS, INC 4/3/2023 \$2 WILLIS SUPPLY COMPANY 3/24/2023 \$2 WILLIS SUPPLY COMPANY 4/3/2023 \$2 WINDSTREAM 3/24/2023 \$2 WINDSTREAM 3/24/2023 \$2	528	SYNTRIO SOLUTIONS LLC	3/6/2023	\$69.72
TEXAS SELECT STAFFING, LLC 2/28/2023 \$: TEXAS SELECT STAFFING, LLC 2/23/2023 \$: TEXAS SELECT STAFFING, LLC 3/16/2023 \$: TEXAS SELECT STAFFING, LLC 3/29/2023 \$: TEXAS SELECT STAFFING, LLC 3/29/2023 \$: TEXAS SELECT STAFFING, LLC 3/24/2023 \$: TEXAS SELECT STAFFING, LLC 3/24/2023 \$: TXU ENERGY 3/24/2023 \$: TXU ENERGY 3/24/2023 \$: TXU ENERGY 3/24/2023 \$: WEB FIRE COMMUNICATIONS, INC 4/5/2023 \$: WEB FIRE COMMUNICATIONS, INC 3/24/2023 \$: WEB FIRE COMMUNICATIONS, INC 3/24/2023 \$: WEB FIRE COMMUNICATIONS, INC 3/2023 \$: WINDER'S AUTO REPAIR 4/3/2023 \$: WINDER'S AUTO REPAIR 3/24/2023 \$: WINDER'S AUTO REPAIR 3/24/2023 \$:	528	SYNTRIO SOLUTIONS LLC	3/1/2052	\$3,786.00 EMS BUILDING INTERNET SETUP
TEXAS SELECT STAFFING, LLC 2/16/2023 \$: TEXAS SELECT STAFFING, LLC 3/16/2023 \$: TEXAS SELECT STAFFING, LLC 3/29/2023 \$: TEXAS SELECT STAFFING, LLC 3/8/2023 \$: TEXAS SELECT STAFFING, LLC 3/8/2023 \$: TEXAS SELECT STAFFING, LLC 3/24/2023 \$: TXU ENERGY 3/24/2023 \$: TXU ENERGY 3/24/2023 \$: TXU ENERGY 3/24/2023 \$: VOSS, KINSI 3/24/2023 \$: WEB FIRE COMMUNICATIONS, INC 4/5/2023 \$: WEB FIRE COMMUNICATIONS, INC 3/24/2023 \$: WEB FIRE COMMUNICATIONS, INC 4/5/2023 \$: WILLIS SUPPLY COMPANY 3/24/2023 \$: WINDER'S AUTO REPAIR 4/3/2023 \$: WINDSTREAM 3/24/2023 \$: WINDSTREAM 3/24/2023 \$:	539	TEXAS SELECT STAFFING, LLC	2/28/2023	\$2,326,55 NURSING COVERAGE
TEXAS SELECT STAFFING, LLC 2/23/2023 \$: TEXAS SELECT STAFFING, LLC 3/16/2023 \$: TEXAS SELECT STAFFING, LLC 3/8/2023 \$: TEXAS SELECT STAFFING, LLC 3/8/2023 \$: TXU ENERGY 3/24/2023 \$: TXU ENERGY 3/24/2023 \$: TXU ENERGY 3/24/2023 \$: TXU ENERGY 3/24/2023 \$: VOSS, KINSI 3/24/2023 \$: WEB FIRE COMMUNICATIONS, INC 4/5/2023 \$: WEB FIRE COMMUNICATIONS, INC 3/28/2023 \$: WILLIS SUPPLY COMPANY 3/24/2023 \$: WINDER'S AUTO REPAIR 4/3/2023 \$: WINDSTREAM 3/24/2023 \$: WINDSTREAM 3/24/2023 \$:	539	TEXAS SELECT STAFFING, LLC	2/16/2023	\$3,479.85 NURSING COVERAGE
TEXAS SELECT STAFFING, LLC 3/16/2023 \$. TEXAS SELECT STAFFING, LLC 3/29/2023 \$. TEXAS SELECT STAFFING, LLC 3/8/2023 \$. TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 VOSS, KINSI 3/17/2023 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WEB FIRE COMMUNICATIONS, INC 4/3/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WILLIS SUPPLY COMPANY 3/31/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/24/2023	539	TEXAS SELECT STAFFING, LLC	2/23/2023	\$3,489.35 NURSING COVERAGE
TEXAS SELECT STAFFING, LLC 3/29/2023 \$; TEXAS SELECT STAFFING, LLC 3/8/2023 \$; TXU ENERGY 3/24/2023 \$; VOSS, KINSI 3/17/2023 \$; WEB FIRE COMMUNICATIONS, INC 4/5/2023 \$; WEB FIRE COMMUNICATIONS, INC 3/28/2023 \$; WILLIS SUPPLY COMPANY 3/28/2023 \$; WINDSTREAM 3/24/2023 \$; WINDSTREAM 3/24/2023 \$;	539	TEXAS SELECT STAFFING, LLC	3/16/2023	\$3,514.05 NURSING COVERAGE
TEXAS SELECT STAFFING, LLC 3/8/2023 \$! TXU ENERGY 3/24/2023 3/25/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 VOSS, KINSI 3/17/2023 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WEB FIRE COMMUNICATIONS, INC 4/3/2023 WILLIS SUPPLY COMPANY 3/24/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/24/2023	539	TEXAS SELECT STAFFING, LLC	3/29/2023	\$3,545.40 NURSING COVERAGE
TXU ENERGY 3/24/2023 TXU ENERGY 3/25/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 VOSS, KINSI 3/7/2023 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WILLIS SUPPLY COMPANY 3/31/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/24/2023	539	TEXAS SELECT STAFFING, LLC	3/8/2023	\$5,122.40 NURSING COVERAGE
TXU ENERGY 3/25/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 VOSS, KINSI 3/7/2023 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WILLIS SUPPLY COMPANY 3/31/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/2023	446	TXU ENERGY	3/24/2023	\$0.07
TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 VOSS, KINSI 3/7/2023 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WILLIS SUPPLY COMPANY 3/31/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/2023	446	TXU ENERGY	3/25/2023	\$5.80
TXU ENERGY 3/24/2023 TXU ENERGY 3/24/2023 VOSS, KINSI 3/7/2023 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WILLIS SUPPLY COMPANY 4/3/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/2023	446	TXU ENERGY	3/24/2023	\$79.32
TXU ENERGY	446	TXU ENERGY	3/24/2023	\$104.59
VOSS, KINSI 3/7/2023 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WILLIS SUPPLY COMPANY 3/31/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/2023	446	TXU ENERGY	3/24/2023	\$183.98
WEB FIRE COMMUNICATIONS, INC 3/17/2023 WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WILLIS SUPPLY COMPANY 3/31/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/20/2023	116	VOSS, KINSI	3/7/2023	\$628.02 MILEAGE, HOTEL, AND TTCF EXPENSE REIMB.
WEB FIRE COMMUNICATIONS, INC 4/5/2023 WEB FIRE COMMUNICATIONS, INC 3/28/2023 WILLIS SUPPLY COMPANY 3/31/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023	366	WEB FIRE COMMUNICATIONS, INC	3/17/2023	\$37.50
WEB FIRE COMMUNICATIONS, INC 3/28/2023 WILLIS SUPPLY COMPANY 3/31/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023	366	WEB FIRE COMMUNICATIONS, INC	4/5/2023	\$1,050.00
WILLIS SUPPLY COMPANY 3/31/2023 WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023 WINDERFEAM 5/20/2023	366	WEB FIRE COMMUNICATIONS, INC	3/28/2023	\$2,550.00 REPAIRS TO PHONE SYSTEM
WINDER'S AUTO REPAIR 4/3/2023 WINDSTREAM 3/24/2023 WINDSTREAM 3/20/2023	260	WILLIS SUPPLY COMPANY	3/31/2023	\$412.25
WINDSTREAM 3/24/2023	514	WINDER'S AUTO REPAIR	4/3/2023	\$533.24 REPAIRS TO MEDIC 2
WHYDEAM	860	WINDSTREAM	3/24/2023	\$31.54
WINDSTREAM 3/30/2023	10098	WINDSTREAM	3/30/2023	\$3,131.41

GRAND TOTAL

\$220,465.60

PAYROLL

03/03/2023-03/16/2023		\$67,562.79
3/17/2023-03/30/2023		\$67,259.09
	TOTAL:	\$134,821.88

13 Month Bank Balance Tracking

										•					
	3/9/2022		4/6/2022 5/11/2022	6/8/2022	7/6/2022	8/3/2022	9/7/2022	10/5/2022	11/9/2022	12/7/2022	1/4/2023	2/8/2023	3/8/2023	4/5/2023 Average	Average
Operating	\$1,831,866.98	\$1,684,632.40	\$2,410,627.08	\$2,251,127.54	Decrating \$1,831,866.98 \$1,684,632.40 \$2,410,627.08 \$2,251,127.54 \$2,213,366.55 \$1,882,675.08 \$1,481,993.48 \$1,054,826.41 \$1,293,099.40 \$1,055,311.96	\$1,882,675.08	\$1,481,993.48	\$1,054,826.41	\$1,293,099.40	\$1,055,311.96	\$808,913.54	\$856,203.48 \$547,430.97 \$319,175.77 \$1,406,517.90	\$547,430.97	\$319,175.77	\$1,406,517.90
Payroll	\$5,183.90	\$4,969.31	\$3,593.69	\$4,504.49	\$4,504.49 \$3,593.69	\$3,864.45	\$4,087.24	\$3,854.50	\$4,067.19	\$4,329.78	\$3,788.42	\$4,448.55	\$3,845.44	\$3,945.15	\$4,148.27
EMS	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15	\$10,932.15
8	\$200,493.60	\$200,493.60	\$200,617.19	\$200,617.19	\$200,493.60 \$200,493.60 \$200,617.19 \$200,617.19 \$200,617.19	\$200,740.86	\$200,740.86 \$200,740.86 \$200,740.86 \$200,867.35 \$200,867.35 \$200,988.42	\$200,740.86	\$200,867.35	\$200,867.35	\$200,867.35	\$200,988.42		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$200,720.99
Total	\$2,048,476.63	\$1,901,027.46	\$2,625,770.11	\$2,467,181.37	52,048,476,63 \$1,901,027,46 \$2,625,770,11 \$2,467,181.37 \$2,485,595,58 \$2,098,212.54 \$1,697,753.73 \$1,270,353.92 \$1,508,966.09 \$1,271,441.24 \$1,024,501.46 \$1,072,572.60 \$552,208.56 \$3334,053.07 \$1,593,644.88	\$2,098,212.54	\$1,697,753.73	\$1,270,353.92	\$1,508,966.09	\$1,271,441.24	\$1,024,501.46	\$1,072,572.60	\$562,208.56	\$334,053.07	\$1,593,644.88

;

Rolling 13 Month Census 2021-2022	2022											2023		
ADMISSIONS:	Feb.	March	April	May	June	July	Aug	Sept	Oct	Nov.	Dec.	Jan.	Feb.	Average
INPATIENT	4	2	3	2	3	3	2	4	4	1	2	1	2	2.5
OBSERVATION	1	0	2	1	1	0	2	1	0	3	1	0	0	0.9
SWINGBED	4	5	2	2	2	6	0	0	3	3	1	1	1	2.3
RESPITE	0	0	0	0	1	1	0	0	0	1	0	0	0	0.2
HOSPICE	0	0	0	0	1	1	0	0	0	1	0	0	0	0.2
TOTAL ADMISSIONS:	9.0	7.0	7.0	5.0	8.0	11.0	4.0	5.0	7.0	9.0	4.0	2.0	3.0	6.2
PATIENT DAYS:														
INPATIENT	12	7	11	5	15	12	8	9	21	5	3	7	6	9.3
OBSERVATION	4	0	3	1	1	0	2	1	0	7	1	0	ō	1.5
SWINGBED	32	93	22	27	14	113	0	0	67	39	14	13	5	33.8
RESPITE	0	0	0	0	22	19	0	0	0	2	0	0	0	3.3
HOSPICE	0	0	0	0	13	2	0	0	ō	2	0	0	o	1.3
TOTAL PATIENT DAYS:	48.0	100.0	36.0	33.0	65.0	146.0	10.0	10.0	88.0	55.0	18.0	20.0	11.0	49.2
INSURANCE CLASSIFICATIONS:														
MEDICARE	9	. 4	5	5	4	8	4	4	3	4	4	2	3	4.5
MEDICARE	0	. 0	5 _, 0	0	0	0	0	0	0	0	0	0	0	4.3
COMMERCIAL INS.	0	3	2	0	2	1	0	1	4	4	0	0	0	1.3
NO INSURANCE	0	0	0	0	2	2	0	0	0	1	0	0	0	0.4
Total Admissions:	9.0	7.0	7.0	5.0	8.0	11.0	4.0	5.0	7.0	9.0	4.0	2.0	3.0	6.2
Total Admissions.		7.0	7.0	3.0	8.0	11.0	4.0	3.0	7.0	9.0	4.0	2.0	3.0	= 0.2
Insurance Days:														
MEDICARE	48	80	24	33	26	92	10	8	61	27	18	20	11	35.2
MEDICARE	0	0	0	0	0	0	0	0	0	0	0	0	0	33.2
COMMERCIAL INS.	0	20	12	0	4	33	0	2	27	26	0	0	0	- 9.5
NO INSURANCE	0	0	0	0	35	21	0	0	0	20	0	0	0	4.5
Total Patient Days:	48.0	100.0	36.0	33.0	65.0	146.0	10.0	10.0	88.0	55.0	18.0	20.0	11.0	. 4.3 49.2
rotar rations bays.	70.0	100.0		33.0		170.0	10.0	10.0	00.0	33.0	10.0	20.0	11.0	+3.2
Tale	20			25		40								
ER'S	29	33	32	26	32	43	32	39	36	30	48	30	46	35.1
OUTPATIENTS	23	12	15	8	22	6	31	19	20	7	35	33	5	18.2
Total	<u>52.0</u>	45.0	47.0	34.0	54.0	49.0	63.0	58.0	56.0	37.0	83.0	63.0	51.0	53.2
Labs	716	994	987	846	959	959	986	847	918	831	885	844	724	884.3
X-Ray	47	62	61	58	59	72	58	56	56	55	48	54	51	56.7
Ultrasound	2	5	12	2	8	13	10	10	8	10	11	12	11	8.8
Clinic														
Dr. Beasley	89	130	119	125	100	103	100	120	105	126	0-	112	101	444 5
•					106	102	109	130	105	136	85	113	101	111.5
Mr. King	110 3	148	148	112	135	136	152	114	162	115	111	163	153	135.3
Other	2 02	18 296	3	0 227	8	7 245	7 260	10 254	6 272	1	29	8	6	8.2
Totals	202	230	270	237	249	245	268	254	273	252	225	284	260	255.0
EMS							39	24	23	26	24	18	21	25.0

THROCKMORTON COUNTY COMMISSIONER'S COURT

Throckmorton County Commissioner's Court Regular Meeting
April 10, 2023

101 North Minter Ave, Throckmorton, Texas 76483

Throckmorton County Courtroom



Sheriff Doc Wigington
Throckmorton County Sheriff's Office
The Great State of Texas
P.O. Box 578/108 Pogue St.
Throckmorton, TX 76483

04/10/2023

Re: Rental of Property for part-time Deputy

To: Honorable Commissioners Court of Throckmorton County

Office: (940) 849-8855

Today I am proposing and seeking approval to enter into an agreement to rent property.

Owner: Shelby Shawver

Location of Property: 108 N. Matthews, City of Throckmorton County of Throckmorton State of Texas.

Description of Property: Barn red tiny-house, one bedroom, one bath. Fully furnished.

Purpose of Rental: Housing for Deputies that come into work from out of county/other emergency needs

Cost/Month: \$500.00 All bills paid

Contract Information: Length of Contract at my or the Commissioners Court's discretion.

Payment date: Owner prefers 1st of the month yet willing to accommodate due to Court approval.

Amount spent on hotel: 01/2023-03/2023 =\$1100.00 @ Yellow Rose

Amount in budget pre bills: \$19,368.00 or almost 3 years' worth of rental payments.

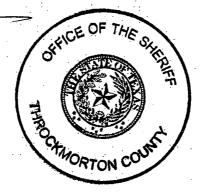
Accommodations: Deputy is not able to bring drinks, snack food or food to prepare their own meals this would rectify that situation, plus remove the S.O. patrol unit from the main Hwy when off duty. This would give the visiting Deputy a little more privacy when working and not have to eat out every meal or must listen to road noise during the day after working the night shift.

I ask that you look favorable on this proposal and allow me as Sheriff of Throckmorton County to enter this contract for the benefit of the Deputies coming into Throckmorton working part-time.

Sheriff Doc Wigington

Throckmorton County

The Great State of Texas



Contract Length			

State of Texas Rev. 133EE17 LEASE AGREEMENT

This	Lease Agr	eement (t	nis "Agree	ment") is mad	le this	day of	,20_	_, by
and	between	Shelby	Shaver	& I	Debbie	Leinenbach	("Lanc	llord")	and
		· · · · · · · · · · · · · · · · · · ·	("	Tenan	it"). Ea	ch Landlord	and Ten	ant ma	y be
refer	red to indiv	vidually a	s a "Party"	and c	ollectiv	ely as the "P	arties."		·
				•					
	emises. The ckmorton,					ted at 108 N.	Matthew	s, Unit	***
lease	-			• .		to Tenant and conditions se		_	
3. Te	erm. This A	greement	will be fo	r a ter	m begir	ning on		and en	ding
on _		(th	e "Term")	·•					

- 4. Rent. Tenant will pay Landlord a monthly rent of \$500 for the Term. Rent will be payable in advance and due on the 1st day of each month during the Term (unless agreed on otherwise). The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: Personal check, Cashier's check, Venmo (@ShelbyAsh), Money order, and will be payable in U.S. Dollars. Tenant further agrees to pay \$25.00 for each dishonored bank check.
- 5. Late Fee. Rent paid after the 1st day of each month will be deemed as late; and if rent is not paid within five (5) days after such due date, Tenant agrees to pay a late charge of \$30.00. DISTREGATED Not Applicable in this Lease Agreement
- 6. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

Contract Length	

- 7. Utilities. Landlord is responsible for payment of all utility and other services for the Premises.
- 8. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$100.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within thirty (30) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.
- 9. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant.
- 10. Holdover Tenancy. If Landlord accepts a rent payment from Tenant, other than past due rent or additional rent, after the Term expires, both Parties understand that a month-to-month holdover tenancy will be created at the agreed upon monthly rent, unless proper notice has been served as required by applicable laws. If either Tenant or Landlord wishes to end the month-to-month tenancy, such Party must provide at least thirty (30) days' written notice before the desired termination date.
- 11. Use of Premises. The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.
- 12. Condition of the Premises. Tenant has examined the Premises, including the appliances and fixtures, and acknowledges that they are in good condition and repair, normal wear excepted, and tear and accepts them in its current condition.

- 13. Maintenance and Repairs. Tenant will maintain the Premises, including the grounds and all appliances and fixtures, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances and fixtures from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.
- 14. Reasonable Accommodations. Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is responsible for making Landlord aware of any such required accommodations that are reasonable and will not impose an undue hardship. If Tenant discloses a disability and requests an accommodation, Landlord has the right to have a qualified healthcare provider verify the disability if the disability is not readily apparent, and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing the reasonable accommodation.
- 15. Compliance. Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.
- 16. Mechanics' Lien. Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf do not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant.
- 17. Subordination. With respect to the Premises, this Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord.
- 18. Alterations. Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration,

Contract Length	

addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys.

- 19. Smoking. Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitors, guests or other occupants on the Premises.
- 20. Pets. Tenant is not allowed to have or keep any pets, unless authorized by a separate written Pet Addendum to this Residential Lease Agreement on any part of the Premises. The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of defleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord). If Landlord grants permission to Tenant to keep pets, an additional pet fee of \$250 will be required by the Landlord.
- 21. Fire and Casualty. If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.
- 22. Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.
- 23. Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises.
- 24. Insurance Requirements. Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of

Contract Length	

Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

- 25. Right of Entry. Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alternations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.
- 26. Surrender. Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.
- 27. Default. In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a thirty (30) day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a thirty (30) day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement.
- 28. Remedies. If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.
- 29. Subordination. This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof.
- 30. Condemnation. If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding.

Contract Length			

Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.

- 31. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 32. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party): 1102 Smith Street Throckmorton, TX 76483 Notices shall be sent to the Tenant at the following address:
- 33. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.
- 34. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.
- 35. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.
- 36. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.
- 37. Governing Law. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions.
- 38. Disputes. Any dispute arising from this Agreement shall be resolved through mediation.
- 40. Amendments. This Agreement may be amended or modified only by a written agreement signed by the Parties.

Contract Length
 41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. 42. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.
IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.
Signature Landlord Full Name
Signature Tenant Full Name
Signature Landlord Full Name Signature Tenant Full Name

Caleb Hodges

From:

Jim Allison < j.allison@allison-bass.com>

Sent:

Thursday, March 30, 2023 10:12 AM

To:

Caleb Hodges; Judicial-Community; Commissioners-Court-Community

Subject:

RE: Employee Hiring

WARMING: EXTERNAL SENDER - Only open links and attachments from known senciors

Judge Hodges: There is no requirement that counties advertise before filling vacant positions, although some counties have a policy to advertise vacant positions. Changing a job description and compensation of a position will require approval by commissioners court. Jim Allison

James P. Allison Allison, Bass & Magee, LLP 1301 Nueces St, Suite. 201 Austin, Texas 78701 (512) 482-0701 (512) 480-0902 Fax

*Information contained in this e-mail is attorney-client privileged and confidential information intended for the use of the individual or entity named. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

From: Caleb Hodges <caleb.hodges@throckmortoncounty.org>

Sent: Thursday, March 30, 2023 8:42 AM **To:** Jim Allison <i.allison@allison-bass.com>

Subject: Employee Hiring

Good Afternoon Sir,

We have a maintenance position open at this time that pays by the hour. Also, we have a part-time employee currently on staff who helps out in different places as needed. My question is, can I take that part-time employee and give her the maintenance position also and make it full-time without advertising for the position?

Respectfully,

Caleb W Hodges
County Judge
Throckmorton County

Throckmorton County

APPLICATION FOR TAX ABATEMENT

Name of Applicant: Monarch Creek Wind LLC Date: 2/23/2023				
Address of Applicant: 601 Travis St., Suite 1700 E-mail: Todd.Eagleston@edf-re.com				
City/State/Zip: Houston, TX 77002 Phone: 281-921-9775				
Name of Representative/Agent: Brandon Westlake				
Representative/Agent E-Mail: <u>bwestlake@cwlp.net</u> Phone: <u>713-266-4456 x3</u>				
Proposed Name for Reinvestment Zone: <u>Throckmorton County Reinvestment Zone 2020-2</u>				
1. Please state the approximate current ad valorem tax value of the real property within the proposed reinvestment zone: \$ None				
2. Please attach a map of the proposed Reinvestment Zone, with sufficient detail to locate the reinvestment zone in relation to the highways or county roads that will access the zone, with sufficient contrast to make publication in a newspaper generally legible at a scale of not more than ¼ page, and contain an "inset" map locating the proposed reinvestment zone within the county.				
3. Please provide a list of the properties that will be located within the proposed reinvestment zone, by Ad Valorem Parcel ID Numbers utilized by the County Appraisal District, and the current registered owner of each such parcel.				
See attached Exhibit A showing the RZ and Project Boundary				
4. Please provide a general description of the nature of the proposed project, the types of infrastructure that will be constructed or installed within the proposed reinvestment zone, and a statement as to what improvements will be subject to the abatement and any exclusions from abatement the applicant expects to construct or install within the proposed reinvestment zone. Please state the Applicant's best estimate of the taxable value of all such improvements. \$				
Monarch Creek Wind LLC (Monarch Creek) is requesting a tax abatement from Throckmorton County for the Monarch Creek Wind Project (the "Project"), a proposed wind powered electric generating facility in Throckmorton County. The project will be located in the Throckmorton County RZ 01-2020.				

The proposed Project is anticipated to have a capacity of approximately 350 MW located in Throckmorton County. The exact number and location of wind turbines will vary depending upon ongoing siting analysis, manufacturer's availability, prices, and the megawatt generating capacity of the Project when completed. The current expectation is the installation of 58 of the 6.0MW wind turbines with all turbines located in Throckmorton County. The Applicant requests a value limitation for all facilities and equipment installed for the Project, including; wind turbines, towers, foundations, roadways, meteorological towers, collection system, communication system, electric switchyard, electric transformers, transmission line and associated towers, interconnection facilities and all eligible ancillary and necessary equipment. The estimated Taxable value in Year 1 of the project is \$310,080,000 and would depreciate down to \$86,357,600 in the first year after the Abatement Period expires.

- 5. Please state the number of temporary jobs that will be generated by the proposed project, and the number of permanent jobs that will be created. In relation to job creation, please state the expected duration of temporary jobs within the county, and the anticipated annual payroll for permanent jobs. ____250-300 temporary workers during construction period of approximately 12 months and 3 permanent jobs at an estimated \$49,277 per year. ____
- 6. Please identify any incentives the applicant will make available to attract and retain permanent residential employees to construct, maintain or operate the resulting facilities within the proposed reinvestment zone. The applicant will offer competitive pay with attractive benefit packages to incent permanent employees to operate and maintain the project.
- 7. Please state whether or not the applicant intends to seek a reduction in the initial ad valorem tax basis by deducting any federal tax credits from the cost basis or value of the proposed improvements for purposes of county ad valorem taxation in the first year such improvements will be taxable by the county.

 The project would be seeking the Federal Production Tax Credit which does not affect the value of the Project when using the Cost Approach Method.
- 8. Please state the estimated tax revenues the county can expect to receive during each year of any requested abatement, and the method by which this revenue is calculated. Please state the remaining useful life of the proposed project at the conclusion of the abatement period. Please attach a spreadsheet to your application with this calculation, showing the formula used in the calculation. This spreadsheet should show expected revenues to the County both during the requested abatement period, as well as for each

subsequent year after the expiration of the abatement period for the duration of the expected useful life of the facilities constructed or installed within the proposed reinvestment zone. See attached schedule of Estimated values and tax amounts (Exhibit B)

- 9. Please provide a comparison between any proposed abatement of taxes based upon a percentage of abatement and resulting PILOT (Payment in Lieu of Taxes) that might result from the county approving the requested abatement. See attached Exhibit B
- 10. Please provide a time schedule for undertaking and completing the planned improvements. This timeline should include an anticipated commencement of construction, commercial operations commencement date, and date of first payment of any PILOT or ad valorem tax payment. <u>Full construction of the Project is anticipated to begin in the 4th Quarter of 2024 with completion by December 31, 2025. The first payment would be for the 2026 Tax Year.</u>
- 11. Please provide certification from the County Appraisal District that any property owned by the Applicant is ad valorem tax obligations. N/A
- 12. Please attach a non-refundable application fee of \$1,000.00 to the completed application.

Date: 2-23-23

Authorized Representative or Agent

EXHIBIT A

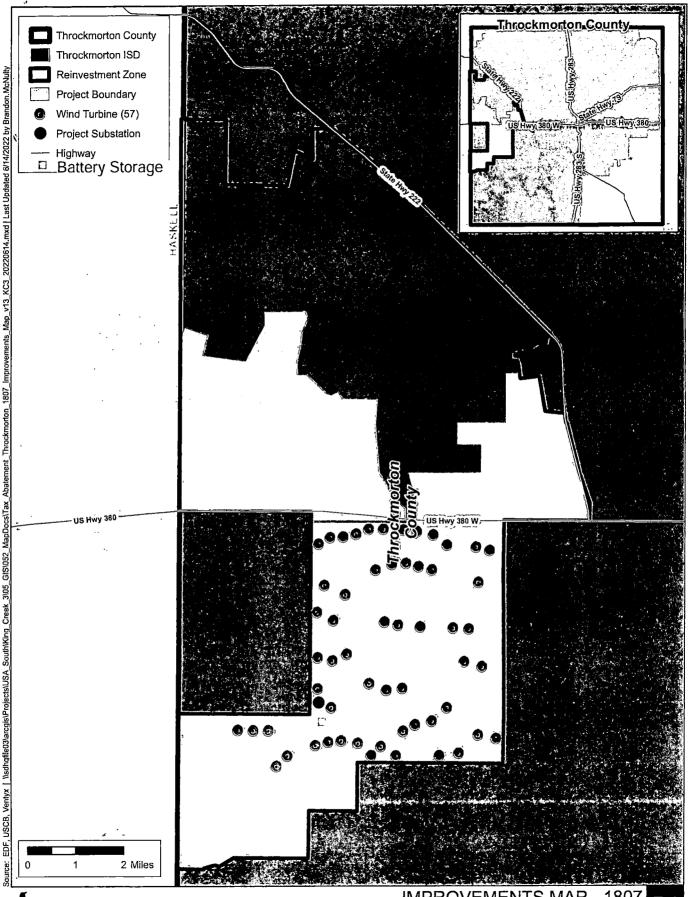




EXHIBIT B

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		ESTIMATED	
TAX YEAR	YEAR	PF	OJECT VALUE
2026		\$	310,080,000
2027	. 2	\$	272,870,400
2028		\$	240,125,952
2029	7. T. P. P.	\$	211,310,838
2030	5	\$_	185,953,537
2031	6.	\$	163,639,113
2032		\$	144,002,419
2033	8	\$	126,722,129
2034	9	\$	111,515,473
2035	10	\$	98,133,617
2036	11	\$	86,357,583
2037	12	\$	75,994,673
2038	13	\$	66,875,312
2039	14	\$	58,850,275
2040	15	\$	51,788,242
2041	16	\$	45,573,653
2042	17	\$	40,104,814
2043	18	\$	35,292,237
2044	19	\$	31,057,168
2045	20	\$	27,330,308
2046	21	\$	24,050,671
2047	-22	\$	21,164,591
2048	~ 23	\$	18,624,840
2049	24	\$	16,389,859
2050		\$	14,423,076
2051	26	\$	- 12,259,614
2052	27:	\$	10,175,480
2053	28	\$	8,242,139
2054	7 29	\$	6,511,290
2055	30	\$	5,013,693

County Rate
2022 Actual
0.87802

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Coloulated	County Est Toy 11/2	·	
Calculated	County Est Tax w/o Abatement	PILOT Payment	PILOT \$/MW
Abatement %		\$ 490,000	1,400
82%	\$ 2,722,571 \$ 2,395,862	\$ 490,000	1,400
80%			4.400
77%	\$ 2,108,359 \$ 1,855,356		1,400
74%			1,400
70%			1,400
66%	\$ 1,436,787		
61%	\$ 1,264,373		1,400
56%	\$ 1,112,648	\$ 490,000	1,400
50%	\$ 979,130	\$ 490,000	1,400
43%	\$ 861,635	\$ 490,000	1,400
	\$ 758,239		
	\$ 667,250	· · · · · · · · · · · · · · · · · · ·	
	\$ 587,180		
	\$ 516,718		
	\$ 454,712	••	
	\$ 400,147	· · · · · · · · · · · · · · · · · · ·	
	\$ 352,129		
	\$ 309,874		
	\$ 272,689		
	\$ 239,966		
	\$ 211,170		
	\$ 185,830		
	\$ 163,530		
	\$ 143,907		
	\$ 126,638		
	\$ 107,642		
	\$ 89,343		
	\$ 72,368		
	\$ 57,171		,
	\$ 44,021		
	;		
	\$ 22,129,956		

1st 10 Years	\$ _	16,369,434	\$ 4,900,000	70%

	April 10, 2023	
	GENERAL BILLS	
	OLINEIOL DILLO	
-		
Vendor Name	Account	Amount
FT BELKNAP ELECTRIC	TOWER	39.48
AMERICAN POWER	RENT	375.00
EMSAR/ARPA	POWER LOAD INSTALL	3,959.79
TEXAS COMPTROLLER	REFUND/EXCESS CONST.	1,825.96
THE DRUG STORE	INDIGENT PGM	16.68
TEXAS CHILD SUPPORT DIV		114.92
AMERIFLEX	ADM FEE	80.00
ATMOS ENERGY	ANNEX	80.37
EMBASSY SUITES	TREASURER TRAINING	338.10
TEXAS ASSOCIATION OF COUNTIES	TREAS/ANNUAL TRAINING	275.00
EMPIRE PAPER	TREAS/CHAIRS,CALANDAR	418.10
POSTMASTER	TREASURER/STAMPS	189.00
TEXAS COMMISION ON ENVIRO. QUALITY	СН	10.00
VERIZON	СН	55.98
TEXAS GRASS SHALL GROW, INC	СН	162.39
PHILLIP ALEXANDER	CH/NEW DOOR LOCKS	750.00
PHILLIP ALEXANDER	CH/WORK ON N & E DOOR	225.00
HANDYMANS SUPPLY	ANNEX/BALLAST	29.99
EMPIRE PAPER	CH/ENTRANCE RUGS	389.97
DE LAGE LANDEN FINANCIAL SERVICE	PRINTER RENT	422.00
WILLIS SUPPLY	JANITOR	444.55
HANDYMANS SUPPLY	JUDGE/BATTERIES&COIL	143.27
ALBANY COMMUNICATIONS, INC	JUDGE/EMER.MGMT	37.10
POSTMASTER	JUDGE/STAMPS	63.00
WILLIS SUPPLY	JANITOR	444.55
JUSTICE SOLUTIONS, LLC	JUDGE/PROF. SERV.	623.00
LOCAL GOVERNMENT SOLUTIONS	CLERK/PROF. SERV	845.00
EMPIRE PAPER	CLERK/TONER	59.95
EMPIRE PAPER	JP/ENVELOPES	91.70
POSTMASTER	JP/STAMPS	63.00
WEX	SO-FUEL	627.32
PENMAN	SO-FUEL	799.28
COW COUNTRY FUEL	SO-FUEL	117.76
HANDYMANS SUPPLY	SO/FIRE EXTING. REFUEL	22.99
YELLOW ROSE LODGE, LLC	SO/DEPUTY 3/20/23	150.00
YELLOW ROSE LODGE, LLC	SO/DEPUTY 3/21/23	100.00
YELLOW ROSE LODGE, LLC	SO/DEPUTY 3/27/23	100.00
EMPIRE PAPER	SO/CHAIRS & OF SUPPLIES	1,309.94
JAMES K WIGINGTON/LEGISLATION	SO/MEALS & LODGING	255.38
THROCKMORTON PUMP SERVICES	SO/MASTER LOCKS	23.60
LEONARD AUTO SUPPLY	SO/WASHER FLUID	13.96
RYLEIGH FRANK/TRAINING	SO/MILAGE & MEALS	564.81
YOUNG COUNTY	INMATE HOUSING	3,419.52

YOUNG COUNTY	INMATE MEDICATION	44.52
LEONARD AUTO SUPPLY	TVFD/FUEL LINE	3.01
PENMAN	WVFD/FUEL	209.36
PENMAN	TVFD/FUEL	4.28
DAX PUECHEL	CAUSE# 1349	1,822.50
STARLA JONES	CAUSE# 1348	815.00
REGINALD WILSON	CAUSE# 1354	400.00
TXU	MUSEUM	8.92
TXU	CH	559.63
TXU	LIGHTS	64.81
TXU	ANNEX	322.19
TXU	SHOW BARN/LIGHTS	9.85
TXU	SHOW BARN	27.44
TXU	TVFD/SHED	7.65
TXU	TVFD	9.40
ESTEBAN ROSALES	MATERIAL/COM CENTER	
ESTEBAN ROSALES		3,959.53
ESTEDAN ROSALES	LABOR/EQP/RENT/CONCRET	6,640.47
TXU	PREC 1/LIGHTS	13.23
TXU	PREC 1	55.42
THROCKMORTON PUMP SERVICE	PREC 1/OIL&SEA FOAM	296.80
PENMAN SERVICES	PREC 1/FUEL	930.37
CITY	PREC1/SANITATION	347.25
JIM WHITFIELD	PREC 1/REPLACE BLADES	137.50
BUB & SAM CREEL TRUCKING	PREC 1/BASE	2,400.00
ATMOS	PREC 1	65.11
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TXU	PREC 2/LIGHTS	6.68
TXU	PREC 2	17.56
THROCKMORTON PUMP SERVICE	PREC 2/DEF	22.95
CITY	PREC 2/SANITATION	347.25
COW COUNTRY FUEL	PREC 2	1,158.35
HANDYMAN SUPPLY	PREC 2/TREATED BOARD	52.40
ATMOS	PREC 2	89.68
LEONARD AUTO SUPPLY	PREC 2/GRIP CHUCK	15.96
KERRY JOE EVERETT	TRAILER INSPECTION	7.00
JAMES K WIGINGTON-COLLECTOR	06 MACK TRUCK TAGS	7.50
BRUCKNERS	MACK TRUCK REBUILT	31,067.70
TXU	PREC 3/LIGHTS	17.55
TXU	PREC 3	23.74
STEPHENS REGIONAL SUD	PREC 3	68.54
THROCKMORTON PUMP SERVICE	PREC 3/WELDING RODS	16.35
PENMAN SERVICES	PREC 3/FUEL	334.70
CITY	PREC 3/SANITATION	347.25
LEONARD AUTO SUPPLY	PREC 3/AUTO SUPPLIES	183.02
TXU	PREC 4	8.92
COW COUNTY FUEL	PREC 4/FUEL	64.15
LEONARD AUTO SUPPY	PREC 4/SUPPLIES	89.40
HANDYMAN SUPPLY	PREC 4/CEMENT	19.50
ELBERT FARM STORE	PREC 4/SUPPLIES	1,632.98
ATMOS	PREC 4	73.91
CITY	PREC 4/SANITATION	347.25
TOTAL		75,251.94