

JUL 08 2022

Dianna Moore

CLERK COURT
THROCKMORTON, TX

**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 11th day of July 2022 at 9:00 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. Discuss and take any action on Amendment requested by King Creek Wind Farm 1 LLC to the Abatement Agreement between Throckmorton County, Texas and King Creek Wind Farm 1 LLC (f/k/a King Creek Wind Farm, LLC) dated August 24, 2020, related to a 140.5 MWac wind farm project constructed on property owned by Ross McKnight which is within the Throckmorton County Reinvestment Zone 2020-02. The improvements have an estimated cost of \$140,000,000.
5. Discuss and take any action on Amendment requested by King Creek Wind Farm 2 LLC to the Abatement Agreement between Throckmorton County, Texas and King Creek Wind Farm 2 LLC (f/k/a King Creek Wind Farm II, LLC) dated August 24, 2020, related to a 203 MWac wind farm project constructed on property owned by Ross McKnight which is within the Throckmorton County Reinvestment Zone 2020-02. The improvements have an estimated cost of \$209,000,000.
6. Discuss and take any action on using ARPA funds for fiberoptic Windstream services.
7. Discuss and take any action on show barn improvements.
8. Discuss and take any action on implementing a burn ban.
9. Discuss and take any action on Mr. Justin Johnson's request to waive the penalty and interest on his late payment.
10. Citizen's Comments.
11. Elected officials report.
12. Approve and pay bills.
13. Adjourn.

Commissioners Court of Throckmorton County, Texas

Kayley Briles
Agenda Clerk

COMMISSIONER'S COURT

Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 11th day of July, 2022, 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

Trey Carrington, County Judge

Dianna Moore, County Clerk


Others present: Brenda Rankin, Caleb Hodges, Haily Cornelius, Kirby Gober, Bryan Key, Michelle Clark, Angie Scarlett, Susie Oliver

1. Trey Carrington called meeting to order at 9:03 A.M. and welcomed guest.
2. Dianna Moore read the minutes from the previous meeting. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve the minutes. Motion carried 5-0.
3. Kirby Gober presented the Hospital bills and report to the court. He stated that the hospital board approved the bills in the amount of \$222,285.01. Patient census have been up, so the supplies bills have been higher. Greg Brockman made the motion with Casey Wells seconding to approve the report and pay the bills. Motion carried 5-0.
4. Trey Carrington made the motion with Casey Wells seconding to approve and sign the amendments that were requested by King Creek Wind Farm 1 LLC to the Abatement Agreement between Throckmorton County, TX and King Creek Wind Farm 1 LLC (f/k/a King Creek Wind Farm, LLC) dated August 24, 2020, related to a 140.5 MWac wind farm project constructed on property owned by Ross McKnight which is within the Throckmorton County Reinvestment Zone 2020-02. The improvements have an estimated cost of \$140,000.00. Motion carried 5-0. Agreements are attached.
5. Trey Carrington made the motion with Casey Wells seconding to approve and sign the amendments that were requested by King Creek Wind Farm 2 LLC to the Abatement Agreement between Throckmorton County, TX and King Creek Wind Farm 2 LLC (f/k/a King Creek Wind Farm II, LLC) dated August 24, 2020, related to a 203 MWac wind farm project constructed on property owned by Ross McKnight which is within the Throckmorton County Reinvestment Zone 2020-02. The improvements have an estimated cost of \$209,000.00. Motion carried 5-0. Agreements are attached.

6. Casey Wells made the motion with Greg Brockman seconding to use ARPA Funds for the Fiberoptic Windstream services. Motion carried 5-0.
7. Klay Mitchell made the motion with Casey Wells seconding to make improvements to the County Show Barn using MZ Spray Foam who made a bid of \$31,680.00 to insulate the inside, seal it and paint. Will start closer to the middle of August. Motion carried 5-0.
8. Casey Wells made the motion with Kasey Hibbitts seconding to place the County in a County Wide Burn Ban that will expire October 9, 2022. Motion carried 5-0.
9. Klay Mitchell made the motion with Kasey Hibbitts seconding to not waive the penalty and interest on taxes for Mr. Justin Johnson. Motion carried 5-0.
10. Citizen's Comments: Caleb Hodges stated that they are still taking bids for the Ambulance and that the paper will rerun the ad with the correct information and then will come to Commissioner's Court for approval if any bids are received.
11. Elected Officials Report: Brenda Rankin stated that she received an email from Dede Smith regarding the estimated tax value. The email is attached.
12. Brenda Rankin presented the bills to the court. Kasey Hibbitts made the motion with Trey Carrington seconding to approve and pay the bills. Motion carried 5-0.
13. Casey Wells made the motion and seconded by Trey Carrington to adjourn at 9:55 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 25th day of July, 2022.


ATTEST: County Clerk Deputy Clerk


County Judge

Trey Carrington, 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 July 6, 2022

The total amount approved by the board is \$ 222,185⁰¹.

County funds requested: 0

Harrell Keeter

President TCMH Board of Directors

**THROCKMORTON COUNTY MEMORIAL
HOSPITAL**

Expenses Approved by
TCMH Board of Directors
July 6, 2022

Presented to:
Throckmorton County Commissioner's Court
July 11, 2022

TCMH Expenditure List

07/06/2022

Vendor #:	Vendor Name:	Invoice Date:	Amount:	Comments:
10457	90 DEGREE BENEFITS	6/1/2022	\$150.00	FLEX ADMIN FEES
10005	AFLAC	6/11/2022	\$1,184.80	
10006	AIRGAS	6/21/2022	\$224.25	
10006	AIRGAS	5/31/2022	\$590.86	
10138	ALSCO LINEN AND UNIFORM	6/30/2022	\$189.36	
10138	ALSCO LINEN AND UNIFORM	6/9/2022	\$270.21	
10138	ALSCO LINEN AND UNIFORM	6/9/2022	\$333.75	
10138	ALSCO LINEN AND UNIFORM	6/16/2022	\$355.95	
10138	ALSCO LINEN AND UNIFORM	6/23/2022	\$355.95	
10138	ALSCO LINEN AND UNIFORM	6/30/2022	\$355.95	
10138	ALSCO LINEN AND UNIFORM	6/16/2022	\$364.79	
10138	ALSCO LINEN AND UNIFORM	6/23/2022	\$614.47	
10393	AMAZON CAPITAL SERVICES	6/29/2022	\$9.99	
10393	AMAZON CAPITAL SERVICES	6/21/2022	\$37.98	
10393	AMAZON CAPITAL SERVICES	6/8/2022	\$56.10	
10102	AR MANAGEMENT & SOLUTIONS, LLC	6/15/2022	\$770.89	
10012	AT&T MOBILITY	6/30/2022	\$135.87	
10012	AT&T MOBILITY	5/31/2022	\$135.87	
10103	BENSON, KARLA	6/20/2022	\$182.85	REIMB. FOR GROCERIES
10103	BENSON, KARLA	6/13/2022	\$307.72	REIMB. FOR GROCERIES
10103	BENSON, KARLA	6/20/2022	\$416.03	REIMB. FOR GROCERIES
1316	BETSY COOK OTR	6/8/2022	\$200.00	OT SERVICES
10316	BETSY COOK OTR	6/24/2022	\$2,300.00	OT SERVICES
10120	BLUECROSS BLUE SHIELD OF TEXAS	6/17/2022	\$24,342.44	\$18,845.76 - HOSPITAL PORTION
10021	C D HARTNETT COMPANY	6/6/2022	\$8.24	
10021	C D HARTNETT COMPANY	6/30/2022	\$183.24	
10021	C D HARTNETT COMPANY	6/30/2022	\$463.93	
10021	C D HARTNETT COMPANY	6/20/2022	\$615.90	
10021	C D HARTNETT COMPANY	6/13/2022	\$695.72	
10021	C D HARTNETT COMPANY	6/20/2022	\$740.17	
10022	CARDINAL HEALTH MEDICAL PROD	6/1/2022	\$142.48	
10022	CARDINAL HEALTH MEDICAL PROD	6/9/2022	\$568.02	
10022	CARDINAL HEALTH MEDICAL PROD	6/23/2022	\$589.61	
10022	CARDINAL HEALTH MEDICAL PROD	6/5/2022	\$2,586.35	
10026	CITY OF THROCKMORTON	6/24/2022	\$446.05	
10478	CLARK, STACY	6/7/2022	\$11.35	REIMB FOR GROCERIES
10478	CLARK, STACY	6/21/2022	\$33.90	REIMB. FOR GROCERIES
10028	COMMERCIAL & INDUSTRIAL	7/1/2022	\$234.00	QTRLY FEE FOR SECURITY
10471	CONCORD MEDICAL GROUP OF TEXAS	5/31/2022	\$43,000.00	MAY PHYSICIAN COVERAGE
00157	CPSI	6/9/2022	\$3,222.00	
00157	CPSI	6/6/2022	\$15,759.00	
10419	DISCOVERY HEALTHCARE	1/5/2022	\$7,614.00	PARO SUPPORT FEE

10272	DISH		7/2/2022	\$115.69	EMS TV
10373	DISH NETWORK LLC		7/2/2022	\$85.70	
10328	ELLIOTT, SHELBY		6/17/2022	\$48.36	LAB COURIER SERVICES
00032	EMSCHARTS INC		6/16/2022	\$181.41	
10039	EQUALIZE RM SERVICES		6/23/2022	\$10,660.65	
10039	EQUALIZE-RM-SERVICES		6/23/2022	\$16,176.99	
10313	ESCALON, SANDY		6/18/2022	\$48.36	LAB COURIER SERVICES
10476	FRESENIUS KABI, LLC		6/29/2022	\$553.50	
10047	GALLS, LLC		6/21/2022	\$165.19	EMS SUPPLIES
00026	HAMILTON HOSPITAL		6/28/2022	\$400.00	
00026	HAMILTON HOSPITAL		6/28/2022	\$400.00	
00026	HAMILTON HOSPITAL		6/7/2022	\$800.00	
10431	HANDYMAN SUPPLY INC.		6/30/2022	\$1,097.84	
10055	HARRIS EXTERMINATING SERVICE		6/24/2022	\$112.50	
10314	HENDRICK REGIONAL BLOOD CENTER		5/11/2022	\$932.00	
10465	HODGES, CALEB		6/21/2022	\$228.25	MILEAGE TO PICKUP SUPPLIES, REIMB. FOR SUPPLIES
10252	IDEXX DISTRIBUTION, INC		4/5/2022	\$48.44	
10058	INTERSTATE ALL BATTERY CENTER		6/29/2022	\$46.80	
10323	J & J OILFIELD ELECTRIC CO., I		6/10/2022	\$193.33	KITCHEN ELECTRICAL WORK
10059	KING, RANDY		6/23/2022	\$1,599.95	REIMB. FOR CME
10060	LANDAUER INC		6/16/2022	\$230.86	
10491	LATHAM, LINDA		6/16/2022	\$88.16	MILEAGE REIMB. TNCC CLASS
10192	LEAL RODOLFO, JR		6/12/2022	\$700.00	LAWN CARE SERVICES
10192	LEAL, RODOLFO JR		6/8/2022	\$750.00	MAY LAWN CARE
10061	LEGALSHIELD		6/15/2022	\$83.80	
10381	LIFE-ASSIST, INC.		6/30/2022	\$117.96	
10381	LIFE-ASSIST, INC.		6/28/2022	\$243.40	
10381	LIFE-ASSIST, INC.		6/29/2022	\$471.84	
00164	MCKESSON MEDICAL-SURGICAL INC		6/9/2022	\$2.55	
00164	MCKESSON MEDICAL-SURGICAL INC		6/16/2022	\$2.55	
00164	MCKESSON MEDICAL-SURGICAL INC		6/30/2022	\$2.55	
00164	MCKESSON MEDICAL-SURGICAL INC		6/22/2022	\$9.85	
00164	MCKESSON MEDICAL-SURGICAL INC		7/3/2022	\$9.85	
00164	MCKESSON MEDICAL-SURGICAL INC		6/30/2022	\$16.94	
00164	MCKESSON MEDICAL-SURGICAL INC		6/10/2022	\$21.17	
00164	MCKESSON MEDICAL-SURGICAL INC		6/12/2022	\$21.17	
00164	MCKESSON MEDICAL-SURGICAL INC		6/29/2022	\$21.21	
00164	MCKESSON MEDICAL-SURGICAL INC		6/14/2022	\$39.00	
00164	MCKESSON MEDICAL-SURGICAL INC		6/9/2022	\$41.35	
00164	MCKESSON MEDICAL-SURGICAL INC		6/9/2022	\$41.65	
00164	MCKESSON MEDICAL-SURGICAL INC		6/15/2022	\$47.86	
00164	MCKESSON MEDICAL-SURGICAL INC		6/20/2022	\$56.40	
00164	MCKESSON MEDICAL-SURGICAL INC		6/17/2022	\$82.70	
00164	MCKESSON MEDICAL-SURGICAL INC		6/29/2022	\$101.03	

00164	MCKESSON MEDICAL-SURGICAL INC	6/15/2022	\$121.26	
00164	MCKESSON MEDICAL-SURGICAL INC	6/21/2022	\$136.39	
00164	MCKESSON MEDICAL-SURGICAL INC	6/29/2022	\$209.53	
00164	MCKESSON MEDICAL-SURGICAL INC	6/20/2022	\$254.96	
00164	MCKESSON MEDICAL-SURGICAL INC	6/28/2022	\$262.03	
00164	MCKESSON MEDICAL-SURGICAL INC	6/29/2022	\$271.33	
00164	MCKESSON MEDICAL-SURGICAL INC	6/16/2022	\$306.87	
00164	MCKESSON MEDICAL-SURGICAL INC	6/15/2022	\$334.22	
00164	MCKESSON MEDICAL-SURGICAL INC	6/29/2022	\$337.35	
00164	MCKESSON MEDICAL-SURGICAL INC	6/9/2022	\$360.99	
00164	MCKESSON MEDICAL-SURGICAL INC	6/30/2022	\$371.88	
00164	MCKESSON MEDICAL-SURGICAL INC	6/12/2022	\$375.00	
00164	MCKESSON MEDICAL-SURGICAL INC	6/17/2022	\$389.27	
00164	MCKESSON MEDICAL-SURGICAL INC	6/15/2022	\$462.61	
00164	MCKESSON MEDICAL-SURGICAL INC	6/30/2022	\$516.28	
00164	MCKESSON MEDICAL-SURGICAL INC	6/23/2022	\$579.60	
00164	MCKESSON MEDICAL-SURGICAL INC	6/26/2022	\$677.04	
00164	MCKESSON MEDICAL-SURGICAL INC	6/10/2022	\$750.00	
00164	MCKESSON MEDICAL-SURGICAL INC	6/30/2022	\$1,115.90	
00164	MCKESSON MEDICAL-SURGICAL INC	6/9/2022	\$1,451.03	
00164	MCKESSON MEDICAL-SURGICAL INC	6/14/2022	\$1,980.00	
00164	MCKESSON MEDICAL-SURGICAL INC	6/22/2022	\$3,050.86	
00164	MCKESSON MEDICAL-SURGICAL INC	6/21/2022	\$3,960.00	
10397	NEILANDS, GARYELLE	7/3/2022	\$4,165.81	
10397	NEILANDS, GARYELLE	6/15/2022	\$1,050.00	14 PT PATIENTS
10065	NEWLIGHT HEALTHCARE LLC	7/1/2022	\$2,700.00	36 PT PATIENTS
10450	ODOMRD DIETITIAN CONSULTANTS	6/30/2022	\$12,295.17	
10069	OFFICE DEPOT	7/1/2022	\$766.99	JUNE DIETITIAN SERVICES
10069	OFFICE DEPOT	6/14/2022	\$8.49	
10069	OFFICE DEPOT	6/29/2022	\$62.51	
10069	OFFICE DEPOT	6/14/2022	\$118.74	
78	OLIVER, HALIE	6/17/2022	\$299.94	
10141	OPTUM	6/29/2022	\$1,400.00	8 PT PATIENTS
10156	ORTHO CLINICAL DIAGNOSTICS	6/6/2022	\$207.80	
10463	PCnet	9/1/2021	\$14,200.00	LAB SERVICE AGREEMENT
10463	PCnet	6/7/2022	\$9.11	
10071	PENMAN SERVICES LTD	6/29/2022	\$3,475.52	
10391	PRINCIPAL LIFE INSURANCE	6/30/2022	\$719.10	
10062	QUILL CORPORATION	6/16/2022	\$2,045.80	\$1,376.90 - HOSPITAL PORTION
10440	REED+CLAYMON	7/1/2022	\$59.96	
10404	RENEE GOBER, PharmD	6/21/2022	\$1,522.50	
10361	SONO ART LLC	6/27/2022	\$1,100.00	JUNE PHARMACY CONSULTANT
10361	SONO ART LLC	6/30/2022	\$580.00	1 ECHO, 3 ULTRASOUNDS
10361	SONO ART LLC	5/31/2022	\$755.00	2 ECHOS, 2 ULTRASOUNDS

10361	SONO ART LLC		6/15/2022	\$890.00	1 ECHO, 5 ULTRASOUNDS
00015	SPBS INC		7/5/2022	\$810.00	EQUIPMENT INSPECTION
10084	SPRINGHOUSE WATER		7/1/2022	\$87.99	
00153	STAMFORD AMERICAN		5/31/2022	\$150.00	ADVERTISEMENTS
00153	STAMFORD AMERICAN		6/28/2022	\$802.60	
10016	SUPERIOR-VISION OF TEXAS		6/10/2022	\$262.95	\$200.26 - HOSPITAL PORTION
10090	THE DRUG STORE		6/24/2022	\$27.03	
10446	TXU ENERGY		6/24/2022	\$7.68	
10446	TXU ENERGY		6/23/2022	\$11.57	
10446	TXU ENERGY		6/23/2022	\$13.77	
10446	TXU ENERGY		6/23/2022	\$50.69	
10446	TXU ENERGY		6/23/2022	\$259.59	
10446	TXU ENERGY		6/23/2022	\$507.11	
10446	TXU ENERGY		6/23/2022	\$701.64	
10446	TXU ENERGY		5/24/2022	\$1,350.13	
00046	U S POSTAL SERVICE		7/2/2022	\$72.00	CLINIC BOX RENEWAL
10462	WAGNER SUPPLY COMPANY		6/22/2022	\$41.42	
10462	WAGNER SUPPLY COMPANY		6/22/2022	\$144.85	
10097	WILLIS SUPPLY COMPANY		6/24/2022	\$201.35	
10097	WILLIS SUPPLY COMPANY		6/13/2022	\$599.30	
10098	WINDSTREAM		6/24/2022	\$26.95	
10098	WINDSTREAM		6/24/2022	\$138.24	
10098	WINDSTREAM		6/30/2022	\$1,412.46	

GRAND TOTAL

\$222,285.01

TCMH Payroll		
	Payroll #: 2212	Payroll #: 2213
EMPLOYEE		
Lajuanna Atkinson	\$1,887.99	\$1,839.82
Craig Beasley	\$4,736.83	\$4,736.83
Karla Benson	\$2,414.83	\$2,345.57
Kathy Benson	\$828.71	\$698.35
Billy Boyd	\$2,328.20	\$1,966.98
Katrina Briles	\$627.47	\$647.86
Leslie Chambers	\$864.53	\$646.63
Stacy Clark	\$1,151.47	\$1,078.59
Melissa Cramer-McLain		
Tiffany Crow	\$2,117.99	\$2,345.24
Geneva Dean	\$1,197.24	\$1,023.98
Tonya DeSautel	\$1,794.30	\$1,617.45
Carla Dormier	\$1,110.54	\$374.13
Dara Dunn	\$1,211.21	\$1,262.62
Shelby Elliott	\$381.78	\$234.45
Sandy Escalon	\$959.84	\$684.48
Lauren Everett	\$738.68	\$1,015.69
Colter Garrett		\$427.11
Kirby Gober	\$1,092.22	\$1,092.22
Melanie Gober	\$93.97	\$393.32
Erica Gonzales	\$411.13	\$413.26
Tina Hantz	\$2,502.62	\$1,990.83
Mary Hernandez	\$1,898.13	\$1,866.86
Caleb Hodges	\$1,531.32	\$1,647.56
Kelby Hodges	\$2,252.06	\$1,890.48
Sarah Ibarra	\$974.76	\$893.57
Brandon Jackson	\$466.23	
Rhonda Jackson	\$1,361.22	\$1,084.54
Spencer Jackson	\$616.28	\$786.45
Ginger Kincy		\$425.76
Lauren King	\$1,667.56	\$1,417.36
Randy King	\$3,411.50	\$3,411.50
Mindy Land	\$271.89	\$272.11
Linda Latham	\$2,199.55	\$2,440.67
Susan Leal	\$1,302.81	\$1,141.61
Wanda Leddy	\$1,905.95	\$1,433.15
Dobbi Makovy	\$980.71	\$1,356.68
Lauren McEwen	\$2,210.35	
Meagan Mickalson	\$464.89	\$631.93
Danna Miller	\$177.32	\$353.37
Amber Myer	\$1,677.92	\$1,514.13
Bobby Myers	\$1,227.58	\$993.20

Shelly Navarro	\$1,133.37	\$1,275.27
Charlotte Norman	\$1,031.78	\$1,039.70
Marilyn Nutt	\$665.66	\$665.66
Dalayna Riddle		
Julie Scott	\$1,003.66	\$1,014.69
Shannon Shahan	\$1,755.02	\$1,448.75
Amanda Shepherd	\$746.33	\$733.59
Mikaela Stroud		\$1,024.81
Kathy Thorp	\$92.35	\$92.35
Kinsi Voss	\$3,671.37	\$4,409.86
Whitney Waller	\$761.98	\$396.57
Jordan Whitfield		\$388.16
Staci Whitfield	\$678.51	\$914.06
Armenta K Wright	\$1,290.86	\$1,433.32
Total:	\$67,880.47	\$65,233.13

Rolling 13 Month Census 2021-2022
ADMISSIONS:

	2021							2022						
	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	Average
INPATIENT	2	1	1	1	5	3	2	5	6	4	2	3	2	2.8
OBSERVATION	1	2	4	2	2	0	1	3	1	1	0	2	1	1.5
SWINGBED	1	3	1	3	1	0	1	3	6	4	5	2	2	2.5
RESPIRE	0	0	0	0	0	0	0	0	0	0	0	0	0	-
HOSPICE	0	0	0	1	0	0	0	0	0	0	0	0	0	0.1
TOTAL ADMISSIONS:	4.0	6.0	6.0	7.0	8.0	3.0	4.0	11.0	13.0	9.0	7.0	7.0	5.0	6.9

PATIENT DAYS:

INPATIENT	7	3	2	6	15	10	6	23	30	12	7	11	5	10.5
OBSERVATION	1	2	6	3	2	0	1	9	1	4	0	3	1	2.5
SWINGBED	19	39	19	41	13	0	3	64	103	32	93	22	27	36.5
RESPIRE	0	0	0	0	0	0	0	0	0	0	0	0	0	-
HOSPICE	0	0	0	9	0	0	0	0	0	0	0	0	0	0.7
TOTAL PATIENT DAYS:	27.0	44.0	27.0	59.0	30.0	10.0	10.0	96.0	134.0	48.0	100.0	36.0	33.0	50.3

INSURANCE CLASSIFICATIONS:

MEDICARE	2	5	6	6	4	1	2	6	10	9	4	5	5	5.0
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	2	1	0	0	4	1	1	4	3	0	3	2	0	1.6
NO INSURANCE	0	0	0	1	0	1	1	1	0	0	0	0	0	0.3
Total Admissions:	4.0	6.0	6.0	7.0	8.0	3.0	4.0	11.0	13.0	9.0	7.0	7.0	5.0	6.9

Insurance Days:

MEDICARE	5	43	27	50	22	3	6	23	99	48	80	24	33	35.6
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	22	1	0	0	8	3	3	72	35	0	20	12	0	13.5
NO INSURANCE	0	0	0	9	0	4	1	1	0	0	0	0	0	1.2
Total Patient Days:	27.0	44.0	27.0	59.0	30.0	10.0	10.0	96.0	134.0	48.0	100.0	36.0	33.0	50.3

ER'S	29	32	47	34	40	47	23	40	34	29	33	32	26	34.3
OUTPATIENTS	9	14	12	10	12	17	26	18	24	23	12	15	8	15.4
Total	38.0	46.0	59.0	44.0	52.0	64.0	49.0	58.0	58.0	52.0	45.0	47.0	34.0	49.7

Clinic	270	313	248	248	163	197	273	263	215	194	296	268	237	245.0
Labs	616	854	685	935	931	728	956	1254	1348	716	994	987	846	911.5
X-Ray	47	59	59	66	45	54	42	67	61	47	62	61	58	56.0
Ultrasound	5	4	5	5	5	5	4	8	6	2	5	12	2	5.2

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT
Between
THROCKMORTON COUNTY, TEXAS and KING CREEK WIND FARM 1 LLC

This First Amendment to Tax Abatement Agreement (this "Amendment") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and King Creek Wind Farm 1 LLC, a Delaware limited liability company (formerly known as King Creek Wind Farm LLC, together with its successors and assigns, "Owner") effective as of the 17th day of July, 2022.

Recitals:

A. Tax Abatement Agreement. The County and Owner entered into that certain Tax Abatement Agreement dated August 24, 2020 (the "Agreement") as approved by the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended, providing for a tax abatement in connection with the proposed construction by Owner of Improvements (as defined in the Agreement) consisting of wind powered generation facilities located within the Reinvestment Zone (as defined in the Agreement) with a capacity of at least 140.5 megawatts.

B. Delay Notice. Owner experienced delays in construction of the Improvements from factors outside of its control and provided notice to the County of such delays and other matters applicable to the Agreement pursuant to that certain letter dated January 20, 2022 (the "Delay Notice"). A copy of the Delay Notice is attached to this Amendment as Exhibit A.

C. Amendment. The County and Owner now desire to enter into this Amendment to confirm the matters set forth in the Delay Notice and certain other matters related to the Agreement.

D. Notice of Action on this Amendment.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Amendment was sent to the presiding office of each other taxing unit in which the property to be subject to the Amendment is located by certified mail, return receipt requested and included a copy of this proposed Amendment not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit B.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Amendment was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by Chapter 551, Texas Government Code. Said posted notice contained the information required by

TEX. TAX CODE §312.207(c). A true copy of such notice certified by the County Judge is attached hereto as Exhibit C.

E. Adoption of Amendment Approved at a Regularly Scheduled Meeting. This Amendment was approved at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

F. Quorum. A quorum of the County Commissioners were present at the meeting at which this Amendment was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

AMENDMENT

1. Approval of Delay Notice. The County hereby approves the Delay Notice and acknowledges that substantial completion of construction of the Improvements occurred by March 31, 2022 as contemplated by the Delay Notice. The County and Owner acknowledge and agree that the Agreement did not terminate and the abatement commenced as of January 1, 2022.

2. Ratification. The County and Owner hereby ratify the Agreement, as amended by this Amendment, and confirm that the Agreement remains in full force and effect in accordance with its terms, as amended by this Amendment.

3. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Amendment are:

Exhibit A – Copy of Delay Notice

Exhibit B – Copy of notice to Other Taxing Entities

Exhibit C – Copy of posted notice of meeting at which this Amendment was acted upon.

This Amendment shall be effective as of the date and year first written above.

ATTEST:

Dianna Moore, County Clerk

COUNTY:

Throckmorton County, Texas

By: Dianna Moore

By: [Signature]

Tracy Carlingford, County Judge

*First Amendment to Tax Abatement Agreement
between Throckmorton County, Texas
and King Creek Wind Farm I LLC*

Page 2 of 3 Pages

4139-4033-0552.1

OWNER:

King Creek Wind Farm 1 LLC,
a Delaware limited liability company

By: 

Matthew S. McCluskey
Vice President

Exhibit A
Copy of Delay Notice

King Creek Wind Farm 1 LLC
c/o EDF Renewables North America
15445 Innovation Drive
San Diego, CA 92128

January 20, 2022

Throckmorton County
Attn: Trey Carrington, County Judge
105 N. Minter
Throckmorton, TX 76483-0700

Re: Tax Abatement Agreement by and between Throckmorton County, Texas (the "**County**") and King Creek Wind Farm 1 LLC (formerly known as King Creek Wind Farm LLC) (the "**Project Company**"), dated effective August 24, 2020 (the "**Agreement**")

Dear Judge Carrington:

I am writing to provide an update on our project that is the subject of the Agreement and to request your acknowledgment and agreement to certain matters related to the Agreement as follows.

1. Our project is expected to come on-line in the first quarter of 2022. In that connection, the Project Company experienced delays in construction from factors outside of its control as defined in Section 9.7 of the Agreement, which it has worked to remedy with all reasonable dispatch as required by the terms of the Agreement so that construction was substantially complete with all major activities and connected to the grid electrically by December 31, 2021. For greater clarity, the Project Company requests your acknowledgment on behalf of the County that the date for achieving substantial completion under Section 1.2 of the Agreement has been extended by such delays and that achievement of substantial completion by March 31, 2022 will satisfy the Project Company's obligation to use all reasonable dispatch to remedy such delay.
2. The Project Company provided notice to the County on December 20, 2021 of its election that the Commencement Date for the Abatement Period (as such capitalized terms are defined in the Agreement) begin on January 1, 2022. However, pursuant to Section 2.2 of the Agreement, the Project Company was required to make this election not later than December 1, 2021. Accordingly, the Project Company requests your acknowledgment on behalf of the County of waiver of the late delivery of this election and that such notice constituted, and is valid and effective as, notice of election by the Project Company that the Commencement Date for the Abatement Period will begin on January 1, 2022.
3. The Agreement was executed by the Project Company in its former name, King Creek Wind Farm LLC, because that was its name at the time of the application. This letter will serve as notice to the County of the subsequent change in the name of the Project Company to King Creek Wind Farm 1 LLC and confirm that, notwithstanding the execution and delivery of the Agreement in its former name, such actions were on behalf of and binding upon the Project Company in its new name, King Creek Wind Farm 1 LLC. Please make note of the change in the name of the Project Company in the County's records for this Agreement.

Throckmorton County
Attn: Trey Carrington, County Judge
January 20, 2022
Page 2

Thanks again for your time on this effort to date. To acknowledge the above-described matters are acceptable to the County, please execute this letter in the space provided below and return a copy to me by email to Todd.Eagleston@edf-re.com and an original by U.S. mail to my attention at the address set forth above.

Sincerely,

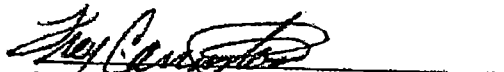


Todd Eagleston
Sr. Director, Development
EDF Renewables North America

Acknowledged and Agreed:

Throckmorton County, Texas

By:


Trey Carrington
County Judge

2/14/22

Exhibit B

Copy of notice to Other Taxing Entities

June 13, 2022

Ms. Dede Smith, Chief Appraiser
Throckmorton CAD
144 N. Minter Avenue
Throckmorton, Texas 76483

NOTICE OF AMENDMENT TO TAX ABATEMENT AGREEMENT

Attached hereto please find your copy of the Amended Tax Abatement Agreement that Throckmorton County, Texas intends to enter into with King Creek 1 LLC and King Creek 2 LLC. Pursuant to the Texas Tax Code Section 312.001 et seq., the County intends enter into this Agreement on or after July 11th, 2022.

Should you have any questions, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frey Carrington', with a stylized flourish at the end.

Judge Frey Carrington
County Judge

June 13, 2022

Dr. Michelle Cline, Superintendent
Throckmorton ISD
210 College Street
Throckmorton, Texas 76483

NOTICE OF AMENDMENT TO TAX ABATEMENT AGREEMENT

Attached hereto please find your copy of the Amended Tax Abatement Agreement that Throckmorton County, Texas intends to enter into with King Creek 1 LLC and King Creek 2 LLC. Pursuant to the Texas Tax Code Section 312.001 et seq., the County intends enter into this Agreement on or after July 11th, 2022.

Should you have any questions, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "Trey Carrington", written over a horizontal line.

Judge Trey Carrington
County Judge

**NOTICE REGARDING CONSIDERATION AND ACTION BY THE COMMISSIONERS
COURT OF THROCKMORTON COUNTY, TEXAS ON AMENDMENTS TO TAX
ABATEMENT AGREEMENTS WITH KING CREEK WIND FARM 1 LLC AND KING
CREEK WIND FARM 2 LLC**

The Commissioners Court of Throckmorton County, Texas will hold a regular meeting at 9:00 a.m. on July 11, 2022 in the Commissioners Courtroom at 105 N. Minter, Throckmorton, Texas at which time it will consider, and approve, if necessary, an amendment requested by King Creek Wind Farm 1 LLC to the Tax Abatement Agreement between Throckmorton County, Texas and King Creek Wind Farm 1 LLC (f/k/a King Creek Wind Farm, LLC) dated August 24, 2020, related to a 140.5 MWac Wind Farm Project constructed on property owned by Ross McKnight which is within the Throckmorton County Reinvestment Zone 2020-2. The improvements have an estimated cost of \$140,000,000. It will also consider, and approve, if necessary, an amendment requested by King Creek Wind Farm 2 LLC to the Tax Abatement Agreement between Throckmorton County, Texas and King Creek Wind Farm 2 LLC (f/k/a King Creek Wind Farm II, LLC), dated August 24, 2020, related to a 203 MWac Wind Farm Project constructed on property owned by Ross McKnight which is within the Throckmorton County Reinvestment Zone 2020-02. The improvements have an estimated cost of \$209,000,000.

This notice is required by TEX. TAX CODE §312.207 (c). There will be other items which will be considered and acted upon by the Throckmorton County Commissioners Court at its July 11, 2022, meeting. Those additional items will be set forth in a later notice which will be posted as required by Chapter 551 of the Texas Government Code (the Open Meetings Act.)

The above and foregoing notice was posted as follows

On a bulletin board at the Throckmorton Count Courthouse which is convenient to the public at the following date and time:

Date of posting: 06/09/22
Time of posting: 8:40 a.m.

On the County's website on the following date: 06/09/22

FILED FOR RECORD
at 8:40 a.m.

JUN 09 2022
Diana Moore
CLERK COURT
THROCKMORTON, TX

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dede Smith
Throckmorton CAD
P.O. Box 788
Throckmorton, TX 76483



9590 9402 3963 8079 2613 45

2. Article Number (Transfer from service label)

7020 1810 0001 8937 8586

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *H. Redden*
☒ Agent
☐ Address

B. Received by (Printed Name)

H. Redden

C. Date of Delivery

10-15-22
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

☐ Mail Restricted Delivery
 (500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Michelle Cline
Throckmorton CISD
210 College St
Throckmorton, TX 76483



9590 9402 3963 8079 2613 52

2. Article Number (Transfer from service label)

7020 1810 0001 8937 8579

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Brittney Woods*
☒ Agent
☐ Address

B. Received by (Printed Name)

Brittney Woods

C. Date of Delivery

6/15/22
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

☐ Mail Restricted Delivery
 (500)

Domestic Return Receipt

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT
Between
THROCKMORTON COUNTY, TEXAS and KING CREEK WIND FARM 2 LLC

This First Amendment to Tax Abatement Agreement (this "Amendment") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and King Creek Wind Farm 2 LLC, a Delaware limited liability company (formerly known as King Creek Wind Farm II LLC, together with its successors and assigns, "Owner") effective as of the 17th day of July, 2022.

Recitals:

A. Tax Abatement Agreement. The County and Owner entered into that certain Tax Abatement Agreement dated August 24, 2020 (the "Agreement") as approved by the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended, providing for a tax abatement in connection with the proposed construction by Owner of Improvements (as defined in the Agreement) consisting of wind powered generation facilities located within the Reinvestment Zone (as defined in the Agreement) with a capacity of at least 203 megawatts.

B. Delay Notice. Owner experienced delays in construction of the Improvements from factors outside of its control and provided notice to the County of such delays and other matters applicable to the Agreement pursuant to that certain letter dated January 20, 2022 (the "Delay Notice"). A copy of the Delay Notice is attached to this Amendment as Exhibit A.

C. Amendment. The County and Owner now desire to enter into this Amendment to confirm the matters set forth in the Delay Notice and certain other matters related to the Agreement.

D. Notice of Action on this Amendment.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Amendment was sent to the presiding office of each other taxing unit in which the property to be subject to the Amendment is located by certified mail, return receipt requested and included a copy of this proposed Amendment not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit B.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Amendment was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by Chapter 551, Texas Government Code. Said posted notice contained the information required by

TEX. TAX CODE §312.207(c). A true copy of such notice certified by the County Judge is attached hereto as Exhibit C.

E. Adoption of Amendment Approved at a Regularly Scheduled Meeting. This Amendment was approved at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

F. Quorum. A quorum of the County Commissioners were present at the meeting at which this Amendment was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

AMENDMENT

1. Approval of Delay Notice. The County hereby approves the Delay Notice and acknowledges that substantial completion of construction of the Improvements occurred by March 31, 2022 as contemplated by the Delay Notice. The County and Owner acknowledge and agree that the Agreement did not terminate and the abatement commenced as of January 1, 2022.

2. Ratification. The County and Owner hereby ratify the Agreement, as amended by this Amendment, and confirm that the Agreement remains in full force and effect in accordance with its terms, as amended by this Amendment.

3. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Amendment are:

- Exhibit A – Copy of Delay Notice
- Exhibit B – Copy of notice to Other Taxing Entities
- Exhibit C – Copy of posted notice of meeting at which this Amendment was acted upon.

This Amendment shall be effective as of the date and year first written above.

ATTEST:

Dianna Moore, County Clerk

By: Dianna Moore

COUNTY:

Throckmorton County, Texas

By: [Signature]
County Judge

OWNER:

King Creek Wind Farm 2 LLC,
a Delaware limited liability company

By:

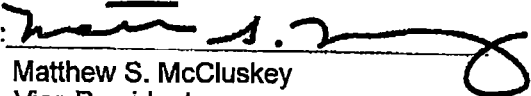

Matthew S. McCluskey
Vice President

Exhibit A
Copy of Delay Notice

**King Creek Wind Farm 2 LLC
c/o EDF Renewables North America
15445 Innovation Drive
San Diego, CA 92128**

January 20, 2022

Throckmorton County
Attn: Trey Carrington, County Judge
105 N. Minter
Throckmorton, TX 76483-0700

Re: Tax Abatement Agreement by and between Throckmorton County, Texas (the "**County**") and King Creek Wind Farm 2 LLC (formerly known as King Creek Wind Farm II LLC) (the "**Project Company**"), dated effective August 24, 2020 (the "**Agreement**")

Dear Judge Carrington:

I am writing to provide an update on our project that is the subject of the Agreement and to request your acknowledgment and agreement to certain matters related to the Agreement as follows.

1. Our project is expected to come on-line in the first quarter of 2022. In that connection, the Project Company experienced delays in construction from factors outside of its control as defined in Section 9.7 of the Agreement, which it has worked to remedy with all reasonable dispatch as required by the terms of the Agreement so that construction was substantially complete with all major activities and connected to the grid electrically by December 31, 2021. For greater clarity, the Project Company requests your acknowledgment on behalf of the County that the date for achieving substantial completion under Section 1.2 of the Agreement has been extended by such delays and that achievement of substantial completion by March 31, 2022 will satisfy the Project Company's obligation to use all reasonable dispatch to remedy such delay.
2. The Project Company provided notice to the County on December 20, 2021 of its election that the Commencement Date for the Abatement Period (as such capitalized terms are defined in the Agreement) begin on January 1, 2022. However, pursuant to Section 2.2 of the Agreement, the Project Company was required to make this election not later than December 1, 2021. Accordingly, the Project Company requests your acknowledgment on behalf of the County of waiver of the late delivery of this election and that such notice constituted, and is valid and effective as, notice of election by the Project Company that the Commencement Date for the Abatement Period will begin on January 1, 2022.
3. The Agreement was executed by the Project Company in its former name, King Creek Wind Farm II LLC, because that was its name at the time of the application. This letter will serve as notice to the County of the subsequent change in the name of the Project Company to King Creek Wind Farm 2 LLC and confirm that, notwithstanding the execution and delivery of the Agreement in its former name, such actions were on behalf of and binding upon the Project Company in its new name, King Creek Wind Farm 2 LLC. Please make note of the change in the name of the Project Company in the County's records for this Agreement.

Throckmorton County
Attn: Trey Carrington, County Judge
January 20, 2022
Page 2

Thanks again for your time on this effort to date. To acknowledge the above-described matters are acceptable to the County, please execute this letter in the space provided below and return a copy to me by email to Todd.Eagleston@edf-re.com and an original by U.S. mail to my attention at the address set forth above.

Sincerely,



Todd Eagleston
Sr. Director, Development
EDF Renewables North America

Acknowledged and Agreed:

Throckmorton County, Texas

By:



Trey Carrington
County Judge

Exhibit B

Copy of notice to Other Taxing Entities

June 13, 2022

Ms. Dede Smith, Chief Appraiser
Throckmorton CAD
144 N. Minter Avenue
Throckmorton, Texas 76483

NOTICE OF AMENDMENT TO TAX ABATEMENT AGREEMENT

Attached hereto please find your copy of the Amended Tax Abatement Agreement that Throckmorton County, Texas intends to enter into with King Creek 1 LLC and King Creek 2 LLC. Pursuant to the Texas Tax Code Section 312.001 et seq., the County intends enter into this Agreement on or after July 11th, 2022.

Should you have any questions, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "Trey Carrington", written in a cursive style.

Judge Trey Carrington
County Judge

June 13, 2022

Dr. Michelle Cline, Superintendent
Throckmorton ISD
210 College Street
Throckmorton, Texas 76483

NOTICE OF AMENDMENT TO TAX ABATEMENT AGREEMENT

Attached hereto please find your copy of the Amended Tax Abatement Agreement that Throckmorton County, Texas intends to enter into with King Creek 1 LLC and King Creek 2 LLC. Pursuant to the Texas Tax Code Section 312.001 et seq., the County intends enter into this Agreement on or after July 11th, 2022.

Should you have any questions, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "Trey Carrington", is written over the printed name.

Judge Trey Carrington
County Judge

**NOTICE REGARDING CONSIDERATION AND ACTION BY THE COMMISSIONERS
COURT OF THROCKMORTON COUNTY, TEXAS ON AMENDMENTS TO TAX
ABATEMENT AGREEMENTS WITH KING CREEK WIND FARM 1 LLC AND KING
CREEK WIND FARM 2 LLC**

The Commissioners Court of Throckmorton County, Texas will hold a regular meeting at 9:00 a.m. on July 11, 2022 in the Commissioners Courtroom at 105 N. Minter, Throckmorton, Texas at which time it will consider, and approve, if necessary, an amendment requested by King Creek Wind Farm 1 LLC to the Tax Abatement Agreement between Throckmorton County, Texas and King Creek Wind Farm 1 LLC (f/k/a King Creek Wind Farm, LLC) dated August 24, 2020, related to a 140.5 MWac Wind Farm Project constructed on property owned by Ross McKnight which is within the Throckmorton County Reinvestment Zone 2020-2. The improvements have an estimated cost of \$140,000,000. It will also consider, and approve, if necessary, an amendment requested by King Creek Wind Farm 2 LLC to the Tax Abatement Agreement between Throckmorton County, Texas and King Creek Wind Farm 2 LLC (f/k/a King Creek Wind Farm II, LLC), dated August 24, 2020, related to a 203 MWac Wind Farm Project constructed on property owned by Ross McKnight which is within the Throckmorton County Reinvestment Zone 2020-02. The improvements have an estimated cost of \$209,000,000.

This notice is required by TEX. TAX CODE §312.207 (c). There will be other items which will be considered and acted upon by the Throckmorton County Commissioners Court at its July 11, 2022, meeting. Those additional items will be set forth in a later notice which will be posted as required by Chapter 551 of the Texas Government Code (the Open Meetings Act.)

The above and foregoing notice was posted as follows

On a bulletin board at the Throckmorton County Courthouse which is convenient to the public at the following date and time:

Date of posting: 06/09/22
Time of posting: 8:40 a.m.

On the County's website on the following date: 06/09/22

FILED FOR RECORD
at 8:40 o'clock A.m

JUN 09 2022
Diana Moore
CLERK COURT
THROCKMORTON, TX

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dede Smith
Throckmorton CAD
P.O. Box 788
Throckmorton, TX 76483



9590 9402 3963 8079 2613 45

2. Article Number (Transfer from service label)

7020 1810 0001 8937 8586

PS Form 3811, July 2015 PSN 7530-02-000-8053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x L Redden
☒ Agent
☐ Address

B. Received by (Printed Name)

L Redden

C. Date of Delivery

6/15/22
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restr |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Merchandise |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Mail Restricted Delivery | <input type="checkbox"/> Restricted Delivery |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Michelle Cline
Throckmorton CISD
210 College St
Throckmorton, TX 76483



9590 9402 3963 8079 2613 52

2. Article Number (Transfer from service label)

7020 1810 0001 8937 8579

PS Form 3811, July 2015 PSN 7530-02-000-8053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Brittney Woods
☒ Agent
☐ Address

B. Received by (Printed Name)

Brittney Woods

C. Date of Delivery

6/15/22
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restr |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Merchandise |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Mail Restricted Delivery | <input type="checkbox"/> Restricted Delivery |

Domestic Return Receipt

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT
Between
THROCKMORTON COUNTY, TEXAS and KING CREEK WIND FARM 1 LLC

This First Amendment to Tax Abatement Agreement (this "Amendment") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and King Creek Wind Farm 1 LLC, a Delaware limited liability company (formerly known as King Creek Wind Farm LLC, together with its successors and assigns, "Owner") effective as of the 11th day of July, 2022.

Recitals:

A. Tax Abatement Agreement. The County and Owner entered into that certain Tax Abatement Agreement dated August 24, 2020 (the "Agreement") as approved by the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended, providing for a tax abatement in connection with the proposed construction by Owner of Improvements (as defined in the Agreement) consisting of wind powered generation facilities located within the Reinvestment Zone (as defined in the Agreement) with a capacity of at least 140.5 megawatts.

B. Delay Notice. Owner experienced delays in construction of the Improvements from factors outside of its control and provided notice to the County of such delays and other matters applicable to the Agreement pursuant to that certain letter dated January 20, 2022 (the "Delay Notice"). A copy of the Delay Notice is attached to this Amendment as Exhibit A.

C. Amendment. The County and Owner now desire to enter into this Amendment to confirm the matters set forth in the Delay Notice and certain other matters related to the Agreement.

D. Notice of Action on this Amendment.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Amendment was sent to the presiding office of each other taxing unit in which the property to be subject to the Amendment is located by certified mail, return receipt requested and included a copy of this proposed Amendment not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit B.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Amendment was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by Chapter 551, Texas Government Code. Said posted notice contained the information required by

TEX. TAX CODE §312.207(c). A true copy of such notice certified by the County Judge is attached hereto as Exhibit C.

E. Adoption of Amendment Approved at a Regularly Scheduled Meeting. This Amendment was approved at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

F. Quorum. A quorum of the County Commissioners were present at the meeting at which this Amendment was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

AMENDMENT

1. Approval of Delay Notice. The County hereby approves the Delay Notice and acknowledges that substantial completion of construction of the Improvements occurred by March 31, 2022 as contemplated by the Delay Notice. The County and Owner acknowledge and agree that the Agreement did not terminate and the abatement commenced as of January 1, 2022.

2. Ratification. The County and Owner hereby ratify the Agreement, as amended by this Amendment, and confirm that the Agreement remains in full force and effect in accordance with its terms, as amended by this Amendment.

3. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Amendment are:

Exhibit A – Copy of Delay Notice

Exhibit B – Copy of notice to Other Taxing Entities

Exhibit C – Copy of posted notice of meeting at which this Amendment was acted upon.

This Amendment shall be effective as of the date and year first written above.

ATTEST:

Dianna Moore, County Clerk

By: 

COUNTY:

Throckmorton County, Texas

By: 

Trey Carrington, County Judge

OWNER:

King Creek Wind Farm 1 LLC,
a Delaware limited liability company

By:  _____

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT
Between
THROCKMORTON COUNTY, TEXAS and KING CREEK WIND FARM 2 LLC

This First Amendment to Tax Abatement Agreement (this "Amendment") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and King Creek Wind Farm 2 LLC, a Delaware limited liability company (formerly known as King Creek Wind Farm II LLC, together with its successors and assigns, "Owner") effective as of the 17th day of July, 2022.

Recitals:

A. Tax Abatement Agreement. The County and Owner entered into that certain Tax Abatement Agreement dated August 24, 2020 (the "Agreement") as approved by the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended, providing for a tax abatement in connection with the proposed construction by Owner of Improvements (as defined in the Agreement) consisting of wind powered generation facilities located within the Reinvestment Zone (as defined in the Agreement) with a capacity of at least 203 megawatts.

B. Delay Notice. Owner experienced delays in construction of the Improvements from factors outside of its control and provided notice to the County of such delays and other matters applicable to the Agreement pursuant to that certain letter dated January 20, 2022 (the "Delay Notice"). A copy of the Delay Notice is attached to this Amendment as Exhibit A.

C. Amendment. The County and Owner now desire to enter into this Amendment to confirm the matters set forth in the Delay Notice and certain other matters related to the Agreement.

D. Notice of Action on this Amendment.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Amendment was sent to the presiding office of each other taxing unit in which the property to be subject to the Amendment is located by certified mail, return receipt requested and included a copy of this proposed Amendment not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit B.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Amendment was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by Chapter 551, Texas Government Code. Said posted notice contained the information required by

TEX. TAX CODE §312.207(c). A true copy of such notice certified by the County Judge is attached hereto as Exhibit C.

E. Adoption of Amendment Approved at a Regularly Scheduled Meeting. This Amendment was approved at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

F. Quorum. A quorum of the County Commissioners were present at the meeting at which this Amendment was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

AMENDMENT

1. Approval of Delay Notice. The County hereby approves the Delay Notice and acknowledges that substantial completion of construction of the Improvements occurred by March 31, 2022 as contemplated by the Delay Notice. The County and Owner acknowledge and agree that the Agreement did not terminate and the abatement commenced as of January 1, 2022.

2. Ratification. The County and Owner hereby ratify the Agreement, as amended by this Amendment, and confirm that the Agreement remains in full force and effect in accordance with its terms, as amended by this Amendment.

3. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Amendment are:

Exhibit A – Copy of Delay Notice

Exhibit B – Copy of notice to Other Taxing Entities

Exhibit C – Copy of posted notice of meeting at which this Amendment was acted upon.

This Amendment shall be effective as of the date and year first written above.

ATTEST:

Dianna Moore, County Clerk

By: Dianna Moore

COUNTY:

Throckmorton County, Texas

By: Trey Carrington
Trey Carrington, County Judge

OWNER:

King Creek Wind Farm 2 LLC,
a Delaware limited liability company

By: _____

June 13, 2022

Ms. Dede Smith, Chief Appraiser
Throckmorton CAD
144 N. Minter Avenue
Throckmorton, Texas 76483

NOTICE OF AMENDMENT TO TAX ABATEMENT AGREEMENT

Attached hereto please find your copy of the Amended Tax Abatement Agreement that Throckmorton County, Texas intends to enter into with King Creek 1 LLC and King Creek 2 LLC. Pursuant to the Texas Tax Code Section 312.001 et.seq., the County intends enter into this Agreement on or after July 11th, 2022.

Should you have any questions, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "Trey Carrington", with a stylized flourish at the end.

Judge Trey Carrington
County Judge

June 13, 2022


Dr. Michelle Cline, Superintendent
Throckmorton ISD
210 College Street
Throckmorton, Texas 76483

NOTICE OF AMENDMENT TO TAX ABATEMENT AGREEMENT

Attached hereto please find your copy of the Amended Tax Abatement Agreement that Throckmorton County, Texas intends to enter into with King Creek 1 LLC and King Creek 2 LLC. Pursuant to the Texas Tax Code Section 312.001 et.seq., the County intends enter into this Agreement on or after July 11th, 2022.

Should you have any questions, please advise.

Sincerely,



Judge Trey Carrington
County Judge

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dede Smith
Throckmorton CAD
P.O. Box 788
Throckmorton, TX 76483



9590 9402 3963 8079 2613 45

2. Article Number (Transfer from service label)

7020 1810 0001 8937 8586

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x H Redden

☒ Agent
☐ Address

B. Received by (Printed Name)

H Redden

C. Date of Delivery

10/15/22

D. Is delivery address different from item 1?

☐ Yes
☒ No

If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

all Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Michelle Cline
Throckmorton CISD
210 College St
Throckmorton, TX 76483



9590 9402 3963 8079 2613 52

2. Article Number (Transfer from service label)

7020 1810 0001 8937 8579

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Brittnie Woods

☒ Agent
☐ Address

B. Received by (Printed Name)

Brittnie Woods

C. Date of Delivery

6/15/22

D. Is delivery address different from item 1?

☐ Yes
☒ No

If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

1 Mail Restricted Delivery (500)

Domestic Return Receipt

Brenda Rankin

From: Casey Wells <caseywells1452@gmail.com>
Sent: Monday, July 11, 2022 7:25 AM
To: Brenda Rankin
Subject: Fwd: Estimate 1062 from M2 SPRAY FOAM

----- Forwarded message -----

From: M2 SPRAY FOAM <quickbooks@notification.intuit.com>
Date: Mon, Jun 20, 2022 at 9:56 AM
Subject: Estimate 1062 from M2 SPRAY FOAM
To: <caseywells1452@gmail.com>

Please find your estimate details here. Feel free to contact us if you have any questions. We look forward to working with you. Have a great day!

Have a great day,
M2 SPRAY FOAM

----- Estimate -----

1422 AVENUE B
Graham, TX 76450 US

Estimate #: 1062
Date: 05/10/2022
Exp. Date: \$31,680.00

Address:

Casey Wells

Service	Description	Qty	Rate	Amount
PREP	Tape, Plastic, Covering of all Doors, Floors, and Windows	1	0.00	0.00
CLOSED CEL	Approximately 1 inch of Closed Cell Polyurethane Spray Foam Insulation and Paint	1	31,680.00	31,680.00
CLEAN UP	Removal of all debris	1	0.00	0.00

Total: \$31,680.00

THROCKMORTON CENTRAL APPRAISAL DISTRICT

Dede Smith—Chief Appraiser

April 29, 2022

Throckmorton County
The Honorable Judge Trey Carrington
PO Box 700
Throckmorton, TX 76483

Re: 2022 Taxable Value Estimate

The purpose of this letter is to provide your jurisdictions taxable property value estimate in accordance with section 26.01 of the property tax code. Values for residential properties and most commercial properties are still being set, and Throckmorton CAD will not finalize values for business personal property, industrial personal property and agriculturally productive property until after May 15. Also, mineral values are going to be hard to pinpoint at this time. With prices up so high we are seeing values skyrocket which will mean a lot more protests so I have been conservative with those numbers, but they are higher than last year. The following is my estimate of taxable value that will be certified on or before July 25, 2022 after an estimate of the loss due to taxpayer protests:

NET TAXABLE \$ 180,000,000

I, Dede Smith, Chief Appraiser for Throckmorton Central Appraisal District, do solemnly swear that the foregoing estimate is the preliminary 2022 estimate of taxable value for Throckmorton County. The taxable value provided is subject to change by the appraisal district in accordance with appropriate rules and regulations, as well by the action the Appraisal Review Board.

I have provided my best estimate of taxable value for 2022 and consider the amount provided to be a reasonable expectation for budget purposes; however, additional value loss could occur. I will make every effort to keep you informed regarding the status of your estimated value as we move through the protest and appeal process.

If you have any questions, please do not hesitate to contact me.

Kind Regards,



Dede K Smith, RPA, RTA, CCA, CTA
Chief Appraiser

144 N Minter Ave.
PO Box 788
Throckmorton, TX 76483

Phone: 940-849-5691
Email: dsmith@throckmortoncad.org
www.throckmortoncad.org

	June 13, 2022	
	GENERAL BILLS	
<u>Vendor Name</u>	<u>Account</u>	<u>Amount</u>
FT BELKNAP ELECTRIC		41.08
ATMOS		57.51
TXU		1,363.41
WINDSTREAM		716.44
ABILENE FEDERAL CREDIT UNION		40.00
HILLIARD		
HANDYMAN		407.24
TEXAS CHILD SUPPORT DIV		375.00
LGS		845.00
JUSTICE SOLUTIONS		623.00
WILLIS SUPPLY		273.40
WEX		1,827.18
HARRIS EXTERMINATING		145.00
LEONARD AUTO	TVFD	53.97
LEONARD AUTO	S.O.	298.31
THE DRUG STORE		30.48
GOLDSMITH		3,966.95
DE LAGE LANDEN		
SPRING HOUSE		
STEPHENS COUNTY		
PENMAN	TVFD	747.54
PENMAN	WVFD	1,738.14
HASKELL FEEDS	CEA	40.72
AMERIFLEX		91.80
INTERBANK		267,759.49
POSTMASTER	POSTAGE	240.00
ALLEN'S GARAGE	S.O.	70.00
COW COUNTRY FUEL	S.O.	58.27
PUMP SERVICE	S.O.	208.50
PUMP SERVICE	TVFD	273.85
SMITH FAMILY FUNERAL HOMES		400.00
THROCKMORTON VET CLINIC		60.00
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY		10.00
GARLINGTON BROWN		327.56
C N A SURETY		175.00

DochWigington

48.00

	July 11, 2022	
	BILLS	
	PRECINCT 1	
CITY		
TXU		\$69.56
ATMOS		\$56.49
AT&T		
PENMAN		\$1,291.07
LEONARD AUTO		
PUMP SERVICE		\$138.33
CITY		\$513.90
HANDYMAN		\$218.71
BJB		\$3,525.00
ZACK BURKETT		\$2,392.37
		\$8,205.43

	July 11, 2022	
	BILLS	
	PRECINCT 2	
CITY		
TXU		\$24.88
ATMOS		\$59.26
PENMAN		\$2,277.94
LEONARD AUTO		\$41.06
PUMP SERVICE		\$13.75
CITY		\$513.90
HANDYMAN		\$66.76
HOLUB TIRE		\$1,020.00
YELLOWHOUSE		\$206.58
ZACK BURKETT	<i>Pct. 1</i>	\$64.80
BJB		\$3,525.00
		\$7,813.93

	July 11, 2022	
	BILLS	
	PRECINCT 3	
STEPHENS REGIONAL SUD		\$68.68
TXU		\$47.92
CITY		\$513.90
HANDYMAN		\$237.96
LEONARD AUTO		\$154.47
PENMAN		\$307.67
BJB		\$3,995.00
GEBO'S		\$27.99
PUMP SERVICE		\$116.06
APPLICANT INFO		\$29.00
	TOTAL	\$5,498.65

	July 11, 2022	
	BILLS	
	PRECINCT 4	
ELBERT FARM STORE		
CITY		
TXU		\$10.35
ATMOS		\$56.49
AT&T		
LEONARD AUTO		\$210.44
CITY		\$513.90
HANDYMAN		\$7.46
COW COUNTRY FUEL		\$48.59
BJB		\$6,815.00
APPLICANT INFO		<u>\$29.00</u>
	TOTAL	\$7,691.23

Goldsmith

S O L U T I O N S

Throckmorton County

June Services Performed Summary

		Type of Tickets	
Tickets Started:	19	Critical:	0
Ticket Completed:	19	High:	8
		Medium:	9
		Low:	2

Remaining Tickets:

- Setup for new EMV installation -waiting vendor
 - Work with Hilliard on Copier Replacements
 - End of Support for Phone System – securing new vendor
 - Replace Firewall NSA2600 – in progress
 - Install and setup Starlink backup internet system
- | | |
|-------------------|----|
| TRIPS This Month: | 2 |
| TRIPS For Year: | 11 |

Summary of Tickets Completed this month:

- Weekly Generator Test
- Assist LGS on IE transition -waiting vendor
- TLETS device going into sleep mode
- Assist with PDF error messages
- Resolve software access issues
- IT Update and Copier renewal at Commissioners' Court
- Individual Users (3)

236 Virus & Email Security Threats Detected & Blocked this month:

Virus - 0	Malware Emails-0	Scam Emails - 59
Phishing Emails-9	Spam Emails -168	