

STATE OF TEXAS:

COUNTY OF FISHER:

Be it remembered that on Monday, the 22ND day of January, 2018 the Commissioners' Court of Fisher County, Texas, convened in Regular Session in the Commissioners' Courtroom, Fisher County Courthouse, 112 N Concho, Roby, Texas, with the following member of the Court present, to-wit:

Ken Holt, County Judge

Gordon Pippin, Commissioner Precinct #1

Billy Henderson, Commissioner #2

Preston Martin, Commissioner #3

Scott Feagan, Commissioner Precinct #4

Pat Thomson, County Clerk

And the proclamation having been made the Court was in session, the following business came on to be considered:

Order 1 – CALL MEETING TO ORDER & ESTABLISH QUORUM – All Present

Order 2- Motion Commissioner Feagan, second by Commissioner Martin to approve supply bills, and expense accounts (see attached). This motion having been put to a vote prevailed, the vote being unanimous.

Order 3-Motion by Commissioner Feagan, second by Commissioner Martin to approve budget amendment line item transfer for sheriff office for plumbing repairs. The bill for \$272.50 will be taken out of vehicle expense (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 4-Motion by Commissioner Pippin, second by Commissioner Henderson to accept \$500 donation for Senior Citizens Center from First National Bank of Rotan. This motion having been put to vote prevailed, the vote being unanimous.

Order 5-Motion by Commissioner Feagan, second by Commissioner Pippin to approve budget amendment for Extension Office in the amount of \$3655.00 for panels for Fisher County Stock Show (see instrument).

Order 6-Motion by Commissioner Feagan, second by Commissioner Martin to approve budget amendment for late payment of IRS fees in the amount of \$538.37 (see attached).

Order 7-Motion by Commissioner Feagan, second by Commissioner Henderson to pay Nolan County \$13,329.39 for 1st MultiCounty Court at Law for salary increases to court reporter, court administrator and attorney fees, as ordered by 32nd District Court Cause #19859 (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Court went into Executive Session from 9:13 AM to 9:22 AM to deliberate proposed tax abatement agreement with Mesquite Star Special LLC.

Order 8-Motion by Commissioner Feagan, second by Commissioner Henderson to approve tax abatement agreement with Mesquite Star Special, LLC as presented (see attached). This motion having been put to vote prevailed, the vote being unanimous.

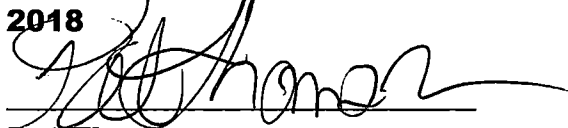
Order 9-Motion by Commissioner Feagan, second by Commissioner Martin to table request from Sheriff for budget amendment for overtime line item. This motion having been put to vote prevailed, the vote being unanimous.

Order 10-Motion by Commissioner Pippin, second by Commissioner Martin to adjourn. This motion having been put to vote prevailed, the vote being unanimous.

State of Texas:

County of Fisher:

I, Pat Thomson, Fisher County Clerk, attest that the foregoing is a true and accurate accounting of the Commissioner Court's authorized proceedings for January 22, 2018



**Pat Thomson
County Clerk and Ex-Officio Member
Of Commissioners' Court, Fisher County, Texas**



NOTICE OF REGULAR MEETING OF
COMMISSIONER COURT OF FISHER COUNTY, TEXAS

Notice is hereby given that a regular meeting of the above named Commissioner Court will be held on the 22ND Day of January, 2018, 9:00 AM in the County Courthouse, Roby, Texas, at which time the following subjects will be discussed, to-wit:

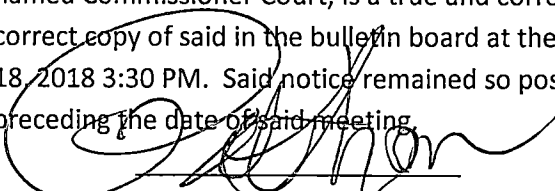
New Items for Discussion or Approval

1. Approve Supply Bills, Payroll and Expense Accounts/Becky Mauldin
2. Approve Budget Amendments & Line Item Transfers/Becky Mauldin
3. Burn Ban
4. Accept money from First National Bank for Senior Center
5. Discussion of litigation relating to Multi-County Court at Law and consideration of any further action.
6. Consideration of counteroffer relating to Mesquite Star Wind project
7. Issues with new phone system and internet
8. Budget Amendment request for Sheriff Office

The Commissioner's Court reserves the option to go into closed meeting according to Ch. 551 of the Texas Government Code.

Commissioners Court of Fisher County, Texas
By County Judge Ken Holt

I, the undersigned, County Clerk, do hereby certify that the above notice of meeting of the above named Commissioner Court, is a true and correct copy of said notice, and that I posted a true and correct copy of said in the bulletin board at the courthouse door of Fisher County, Texas on January 18, 2018 3:30 PM. Said notice remained so posted continuously for at least 72 hours immediately preceding the date of said meeting.


Pat Thomson, County Clerk
Fisher County, Texas



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NAME-OF-VENDOR DESCRIPTION	INVOICE-NO S VEN-INV-NO	VEN-NO	INV-DATE/ DATE-PAID	PO-NUMBER/ CHECK-NO	EXPENSE-ACCOUNT/ BANK-ACCOUNT	AMOUNT
ABILENE PROFESSIONAL CENTER NEW HIRE PSYCHIATRIC TESTING	4217	A 00137	01-10-2018		10-580-604 NEW HIRE PSYCHIATRIC TESTIN 10-100-100 CFC: GENERAL FUND	380.00
ADRIAN JEROME DANIEL GRAND JURY	4282	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
AFLAC AFLAC PRE TAX PAYABLE	4258	A 00007	01-17-2018		10-200-235 AFLAC PRE TAX PAYABLE 10-100-100 CFC: GENERAL FUND	117.66
AFLAC AFLAC POST TAX PAYABLE	4259	A 00007	01-17-2018		10-200-240 AFLAC POST TAX PAYABLE 10-100-100 CFC: GENERAL FUND	95.80
AIRGAS-SOUTHWEST SUPPLIES	4203	A 00008	01-10-2018		14-614-305 SUPPLIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	49.63
AIRGAS-SOUTHWEST SUPPLIES	4232	A 00008	01-11-2018		12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	76.40
ALEX ALMANZA GRAND JURY	4287	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
ANGIE PIPPIN MAGISTRATE TRAVEL	4326	A	01-19-2018		10-430-320 MAGISTRATE TRAVEL 10-100-100 CFC: GENERAL FUND	147.66
AQUAONE INC. SUPPLIES	4236	A 00014	01-12-2018		10-400-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	14.75
AQUAONE INC. SUPPLIES	4237	A 00014	01-12-2018		10-460-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	14.76
AT&T COMMUNICATIONS	4213	A 00173	01-10-2018		10-580-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	764.20
AT&T COMMUNICATIONS	4214	A 00015	01-10-2018		13-613-310 COMMUNICATIONS 13-100-100 CFC: ROAD & BRIDGE PRECINCT	96.55
AT&T COMMUNICATIONS	4233	A 00015	01-12-2018		10-580-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	147.17
AT&T COMMUNICATIONS	4234	A 00016	01-12-2018		10-410-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	90.46

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AT&T COMMUNICATIONS	4235	A 00016	01-12-2018		10-580-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	68.58
AT&T COMMUNICATIONS	4319	A 00015	01-19-2018		10-410-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	11.30
AT&T COMMUNICATIONS	4320	A 00015	01-19-2018		10-420-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	11.30
AT&T COMMUNICATIONS	4321	A 00015	01-19-2018		10-400-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	11.30
AT&T COMMUNICATIONS	4322	A 00015	01-19-2018		10-530-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	374.24
AT&T COMMUNICATIONS	4323	A 00015	01-19-2018		10-480-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	11.30
AT&T COMMUNICATIONS	4324	A 00015	01-19-2018		10-500-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	29.15
AT&T COMMUNICATIONS	4325	A 00015	01-19-2018		10-430-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	11.30
ATMOS ENERGY UTILITIES - NEW JAIL	4304	A 00017	01-17-2018		10-580-380 UTILITIES - NEW JAIL 10-100-100 CFC: GENERAL FUND	1,053.41
ATMOS ENERGY UTILITIES	4314	A 00017	01-19-2018		10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	1,154.11
AUTOMATED COPY SYSTEMS HOT CHECK EXPENSES	4246 215440	A 00018	01-15-2018		72-772-772 HOT CHECK EXPENSES 72-100-100 CFC: HOT CHECK FUND	40.25
AUTOMATED COPY SYSTEMS COPY MACHINE/SUPPLIES/TONER	4247	A 00018	01-15-2018		10-530-475 COPY MACHINE/SUPPLIES/TONER 10-100-100 CFC: GENERAL FUND	76.95
AUTOMATED COPY SYSTEMS SUPPLIES	4248	A 00018	01-15-2018		10-420-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	38.00
BBVA COMPASS REPAIRS & MAINTENANCE	4211	A 00020	01-10-2018		12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	814.89

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BEVA COMPASS SUPPLIES	4212	A 00020	01-10-2018		12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	16.74
BEN E KEITH FOODS - DFW DIVISION EDIBLE GOODS	4205	A 00023	01-10-2018		78-778-690 EDIBLE GOODS 78-100-100 CFC: SENIOR CITIZENS	979.99
BEN E KEITH FOODS - DFW DIVISION PAPER GOODS	4206	A 00023	01-10-2018		78-778-692 PAPER GOODS 78-100-100 CFC: SENIOR CITIZENS	262.87
BEN E KEITH FOODS - DFW DIVISION EDIBLE GOODS	4255	A 00023	01-17-2018		78-778-690 EDIBLE GOODS 78-100-100 CFC: SENIOR CITIZENS	601.46
BEN E KEITH FOODS - DFW DIVISION PAPER GOODS	4256	A 00023	01-17-2018		78-778-692 PAPER GOODS 78-100-100 CFC: SENIOR CITIZENS	100.30
BETTY MCGINNIS VAUGHT GRAND JURY	4302	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
BIG COUNTRY ELECTRIC COOP UTILITIES	4207	A 00024	01-10-2018		10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	127.00
BIG COUNTRY ELECTRIC COOP AIRPORT EXPENSES	4208	A 00024	01-10-2018		88-800-810 AIRPORT EXPENSES 88-100-100 CFC - AIRPORT FUND	208.00
BIG COUNTRY ELECTRIC COOP UTILITIES	4209	A 00024	01-10-2018		12-612-380 UTILITIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	162.00
BIG COUNTRY ELECTRIC COOP UTILITIES	4210	A 00024	01-10-2018		14-614-380 UTILITIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	61.00
BRIAN ADAM JAMES GRAND JURY	4279	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
BROOKS DIESEL SERVICE REPAIRS & MAINTENANCE	4310	A 00194	01-19-2018		11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	1,695.63
BROOKS DIESEL SERVICE REPAIRS & MAINTENANCE	4311	A 00194	01-19-2018		11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	277.44
CAILA DANA THORNTON GRAND JURY	4296	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00

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CHARLES JOSEPH FLANAGAN GRAND JURY	4273	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
CINDEE LAVERNE MAYNARD GRAND JURY	4295	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
CNA SURETY BONDS	4223	A 00289	01-10-2018		10-500-315 BONDS 10-100-100 CFC: GENERAL FUND	50.00
COBY MOORE ROAD MATERIAL & CONSTRUCTION	4239	A 00311	01-12-2018		24-624-705 ROAD MATERIAL & CONSTRUCTIO 24-100-100 CFC: LATERAL ROAD PRECINCT	2,573.00
COBY MOORE ROAD MATERIAL & CONSTRUCTION	4240	A 00311	01-12-2018		14-614-705 ROAD MATERIAL & CONSTRUCTIO 14-100-100 CFC: ROAD & BRIDGE PRECINCT	577.00
COOPER OIL CO INC DIESEL, OIL, AND GASOLINE	4225	A 00045	01-10-2018		13-613-700 DIESEL, OIL, AND GASOLINE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	781.05
COOPER OIL CO INC DIESEL, OIL, AND GASOLINE	4306	A 00045	01-19-2018		12-612-700 DIESEL, OIL, AND GASOLINE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	17.50
COOPER OIL CO INC DIESEL, OIL, AND GASOLINE	4307	A 00045	01-19-2018		11-611-700 DIESEL, OIL, AND GASOLINE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	2,102.39
CORPORATE BILLING, LLC REPAIRS & MAINTENANCE	4308	A 00157	01-19-2018		13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	235.68
COURTNEY ASHFORD GRAND JURY	4281	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
DAVID WALTER ANDERSON GRAND JURY	4270	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
DE LAGE LANDEN REPAIRS & MAINTENANCE	4257	A 00013	01-17-2018		10-410-320 REPAIRS & MAINTENANCE 10-100-100 CFC: GENERAL FUND	224.72
DIANELLE DAY JAMES GRAND JURY	4284	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
DIRECT ENERGY UTILITIES	4267	A 00051	01-17-2018		10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	1,473.08

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DIRECT ENERGY UTILITIES	4268	A 00051	01-17-2018		13-613-380 UTILITIES 13-100-100 CFC: ROAD & BRIDGE PRECINCT	81.37
DIRECT ENERGY UTILITIES	4269	A 00051	01-17-2018		11-611-380 UTILITIES 11-100-100 CFC: ROAD & BRIDGE PRECINCT	144.22
DUSTY RAY HOSKINS GRAND JURY	4289	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
EMILIA GARCIA TRAVEL	4242	A	01-15-2018		78-778-300 TRAVEL 78-100-100 CFC: SENIOR CITIZENS	76.51
EMPIRE PAPER INMATE EXPENSE	4262	A 00055	01-17-2018		10-580-612 INMATE EXPENSE 10-100-100 CFC: GENERAL FUND	308.64
FISHER COUNTY GRAND JURY	4303	A 00193	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
GERALD JAMES REPAIRS & MAINTENANCE	4231	A 00279	01-11-2018		78-778-320 REPAIRS & MAINTENANCE 78-100-100 CFC: SENIOR CITIZENS	125.00
HANNA ELIZABETH KITE GRAND JURY	4271	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
IRENE MARTINEZ LUJAN GRAND JURY	4277	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
JANICIA ANN RAGAN GRAND JURY	4297	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
JERRY DALE PECHACEK GRAND JURY	4283	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
JODY CAROL HELMS GRAND JURY	4292	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
KARLA PASKE GRAND JURY	4285	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
KAYLA SUE GONZALES GRAND JURY	4294	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00

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KIM PARKS GRAND JURY	4274	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
KNOX WASTE SERVICE LLC UTILITIES	4312	A 00078	01-19-2018		11-611-380 UTILITIES 11-100-100 CFC: ROAD & BRIDGE PRECINCT	31.53
KNOX WASTE SERVICE LLC UTILITIES	4313	A 00078	01-19-2018		78-778-380 UTILITIES 78-100-100 CFC: SENIOR CITIZENS	84.71
LAVON RENAY COOP GRAND JURY	4288	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
LINDA KAY CALLAN GRAND JURY	4280	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
LOCAL GOVERNMENT SOLUTIONS, LP REPAIRS & MAINTENANCE	4204	A 00082	01-10-2018		10-420-320 REPAIRS & MAINTENANCE 10-100-100 CFC: GENERAL FUND	330.00
MARILYN ELAINE STARKEY GRAND JURY	4293	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
MARSHA SMITH GRAND JURY	4301	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
MARY RUTH BURROWS GRAND JURY	4278	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
MICHEAL VERNON TERRY GRAND JURY	4286	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
NIKITA LEANNE MONTEZ GRAND JURY	4276	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
NOWLIN FARM SERVICES SUPPLIES	4218	A 00090	01-10-2018		12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	50.05
NOWLIN FARM SERVICES SUPPLIES	4219	A 00090	01-10-2018		13-613-305 SUPPLIES 13-100-100 CFC: ROAD & BRIDGE PRECINCT	3.51
NOWLIN FARM SERVICES SUPPLIES	4220	A 00090	01-10-2018		14-614-305 SUPPLIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	60.90

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PAT THOMSON COUNTY CLERK PRESERVATION EXPENSE	4201	A	01-10-2018		56-756-756 COUNTY CLERK PRESERVATION E 56-100-100 CFC: COUNTY CLERK PRESERVAT	370.13
QUILL SUPPLIES	4260	A 00097	01-17-2018		10-410-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	182.01
QUILL REPAIRS & MAINTENANCE	4316	A 00097	01-19-2018		10-530-445 PAPER & POSTAGE 10-100-100 CFC: GENERAL FUND	65.97
ROTAN PUBLIC LIBRARY COUNTY LIBRARIES	4318	A 00203	01-19-2018		10-530-490 COUNTY LIBRARIES 10-100-100 CFC: GENERAL FUND	5,000.00
SAMS CLUB PAPER GOODS	4243	A 00108	01-15-2018		78-778-692 PAPER GOODS 78-100-100 CFC: SENIOR CITIZENS	266.71
SAMS CLUB NEW EQUIPMENT	4244	A 00108	01-15-2018		78-778-400 NEW EQUIPMENT 78-100-100 CFC: SENIOR CITIZENS	36.66
SAMS CLUB EDIBLE GOODS	4245	A 00108	01-15-2018		78-778-690 EDIBLE GOODS 78-100-100 CFC: SENIOR CITIZENS	95.56
SESHAGIRI R SUNKU GRAND JURY	4300	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
SHANA HAAS TRAVEL/SCHOOL/TUITIONS/DUES	4241	A	01-12-2018		10-490-300 TRAVEL/SCHOOL/TUITIONS/DUES 10-100-100 CFC: GENERAL FUND	135.91
SHARON GRIFFIN STANFORD GRAND JURY	4298	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
STACI FAUCETT TRAVEL/TUITION/DUES	4309	A	01-19-2018		10-480-300 TRAVEL/TUITION/DUES 10-100-100 CFC: GENERAL FUND	62.06
STATE COMPTROLLER DIESEL, OIL, AND GASOLINE	4227	A 00257	01-11-2018		11-611-700 DIESEL, OIL, AND GASOLINE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	209.00
STATE COMPTROLLER DIESEL, OIL, AND GASOLINE	4228	A 00257	01-11-2018		12-612-700 DIESEL, OIL, AND GASOLINE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	209.00
STATE COMPTROLLER DIESEL, OIL, AND GASOLINE	4229	A 00257	01-11-2018		13-613-700 DIESEL, OIL, AND GASOLINE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	209.00

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STATE COMPTROLLER DIESEL, OIL, AND GASOLINE	4230	A 00257	01-11-2018		14-614-700 DIESEL, OIL, AND GASOLINE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	209.00
SUMMIT TRUCK GROUP REPAIRS & MAINTENANCE	4222	A 00300	01-10-2018		13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	138.79
SUNNI JAY SHIPP GRAND JURY	4275	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
TAYLOR PAGE COX GRAND JURY	4290	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
TEXAS ASSOCIATION OF COUNTIES MEDICAL INSURANCE PAYABLE	4249	A 00143	01-15-2018		10-200-210 MEDICAL INSURANCE PAYABLE 10-100-100 CFC: GENERAL FUND	18,334.95
TEXAS ASSOCIATION OF COUNTIES MEDICAL INSURANCE PAYABLE	4250	A 00143	01-15-2018		11-200-210 MEDICAL INSURANCE PAYABLE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	4,788.42
TEXAS ASSOCIATION OF COUNTIES MEDICAL INSURANCE PAYABLE	4251	A 00143	01-15-2018		12-200-210 MEDICAL INSURANCE PAYABLE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	2,407.24
TEXAS ASSOCIATION OF COUNTIES MEDICAL INSURANCE PAYABLE	4252	A 00143	01-15-2018		13-200-210 MEDICAL INSURANCE PAYABLE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	1,596.14
TEXAS ASSOCIATION OF COUNTIES MEDICAL INSURANCE	4253	A 00143	01-15-2018		14-614-210 MEDICAL INSURANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	1,596.14
TEXAS ASSOCIATION OF COUNTIES DUES & FEES - COG MATCH	4261	A 00336	01-17-2018		10-530-480 DUES & FEES - COG MATCH 10-100-100 CFC: GENERAL FUND	550.00
TEXAS DEPARTMENT OF STATE HEALTH SE DC-CAR-BVS TO TX VITAL STATISTICS	4202	A 00341	01-10-2018		76-776-703 DC-CAR-BVS TO TX VITAL STAT 76-100-100 CFC: STATE CRIMINAL & CIVIL	5.49
THRIFTWAY INMATE EXPENSE	4266	A 00120	01-17-2018		10-580-612 INMATE EXPENSE 10-100-100 CFC: GENERAL FUND	154.03
VERIZON WIRELESS COMMUNICATIONS	4263	A 00123	01-17-2018		10-400-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	50.37
VERIZON WIRELESS COMMUNICATIONS	4264	A 00123	01-17-2018		10-460-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	50.37

01/19/2018
 TIME:12:19 PM

INVOICE FILE LISTING - CYCLE: ALL

PAGE 9
 PREPARER:0007

NAME-OF-VENDOR DESCRIPTION	INVOICE-NO S VEN-INV-NO	VEN-NO	INV-DATE/ DATE-PAID	PO-NUMBER/ CHECK-NO	EXPENSE-ACCOUNT/ BANK-ACCOUNT	AMOUNT
VERIZON WIRELESS COMMUNICATIONS	4265	A 00123	01-17-2018		14-614-310 COMMUNICATIONS 14-100-100 CFC: ROAD & BRIDGE PRECINCT	50.37
VICK BURK GRAND JURY	4291	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
WARREN CAT REPAIRS & MAINTENANCE	4221	A 00124	01-10-2018		13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	16,890.47
WASHINGTON NATIONAL WASHINGTON NATL PAYABLE	4215	A 00166	01-10-2018		10-200-260 WASHINGTON NATL PAYABLE 10-100-100 CFC: GENERAL FUND	275.00
WASHINGTON NATIONAL WASHINGTON NATL PAYABLE	4216	A 00166	01-10-2018		12-200-260 WASHINGTON NATL PAYABLE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	56.40
WILLIAM TODD COCKER GRAND JURY	4299	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
WILLIE MAE GREGG GRAND JURY	4272	A	01-17-2018		10-540-508 GRAND JURY 10-100-100 CFC: GENERAL FUND	10.00
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	4199	A 00132	01-10-2018		12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	376.82
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	4200	A 00132	01-10-2018		14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	1,405.77
YESWAY HOT CHECK EXPENSES	4238	A	01-12-2018		72-772-772 HOT CHECK EXPENSES 72-100-100 CFC: HOT CHECK FUND	69.32

01/19/2018
TIME:12:19 PM

INVOICE FILE LISTING - CYCLE: ALL

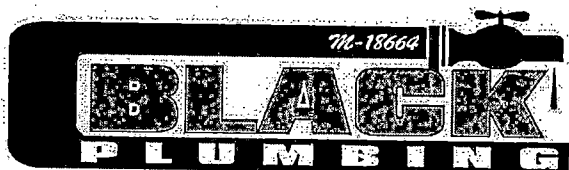
PAGE 10
PREPARER:0007

FD FUND ***** PENDING ***** ***** PAID ***** **** CANCELLED **** ***** TOTAL *****
NO DESCRIPTION COUNT AMOUNT COUNT AMOUNT COUNT AMOUNT COUNT AMOUNT

REPORT TOTALS BY FUND

010 GENERAL FUND	72	32,337.51	0	0.00	0	0.00	72	32,337.51
011 ROAD & BRIDGE PRECINCT 1	7	9,248.63	0	0.00	0	0.00	7	9,248.63
012 ROAD & BRIDGE PRECINCT 2	10	4,187.04	0	0.00	0	0.00	10	4,187.04
013 ROAD & BRIDGE PRECINCT 3	9	20,032.56	0	0.00	0	0.00	9	20,032.56
014 ROAD & BRIDGE PRECINCT 4	8	4,009.81	0	0.00	0	0.00	8	4,009.81
024 LATERAL ROAD PRECINCT 4	1	2,573.00	0	0.00	0	0.00	1	2,573.00
056 COUNTY CLERK PRESERVATION FUND	1	370.13	0	0.00	0	0.00	1	370.13
072 HOT CHECK FUND	2	109.57	0	0.00	0	0.00	2	109.57
076 STATE CRIMINAL & CIVIL FEES FUND	1	5.49	0	0.00	0	0.00	1	5.49
078 SENIOR CITIZENS FUND	10	2,629.77	0	0.00	0	0.00	10	2,629.77
088 AIRPORT FUND	1	208.00	0	0.00	0	0.00	1	208.00
GRAND TOTALS	122	75,711.51	0	0.00	0	0.00	122	75,711.51

Invoice



P.O. BOX 6347 ABILENE, TX 79608

Phone # (325)695-3747
 Fax # (325)672-9780
 E-mail office@blackplumbing.com
 Website www.blackplumbing.com

Invoice # 86721
 Date 1/9/2018
 Due Date 2/8/2018
 Terms Net 30

Bill To

Fisher County Sheriff/ Jail
 PO Box 370
 Roby, Texas 79543

Job Location

207 EN 1st Street
 146A-148A & 162A
 Roby (SWT)

P.O. Number	Technician	Entered
	EH	Natalie W

Description	Amount
01/09/2018 Provided diagnosis of problems with low pressure at solenoid valves for showers in jail cells (female). Isolated the tempering valve out of the equation and that is the problem. I adjusted the flow and all are working at this time. Black Plumbing tested all work performed for a completed job. ***Black Plumbing is not responsible for any existing plumbing. ***No warranty on stoppages. ***No warranty on customer provided materials or fixtures. ***Black Plumbing is not responsible for sheet rock, tile or carpentry repairs, paint, concrete, landscaping, or other private utilities. Technician - Eric Hawkins	272.50



Check by Phone

Subtotal	\$272.50
Sales Tax (8.25%)	\$0.00
Total	\$272.50
Payments/Credits	\$0.00
Balance Due	\$272.50

All Amounts are due and payable in FULL upon completion of the work and/or receipt if an invoice or statement. After 30 days from the date of any work order, invoice or statement, any unpaid balances will be considered delinquent and shall be subject to a FINANCE CHARGE equal to one-half percent (0.50%) of the principal balance owed calculated each month until paid in full which is an APR of interest equal to six percent (6%)



County of Fisher

P.O. Box 126 | Roby, Texas 79543

BUDGET AMENDMENTS - 2018

Honorable Commissioner's Court of Fisher County

JANUARY 22, 2018

Department: EXTENSION AGENT

FROM ACCOUNT: General Fund (Donation Money)

TO ACCOUNT: 10-590-305 Supplies

Amount: \$3655.00

Reason: Court Approved Purchase of the panels for Fisher County Stock Show.

After due consideration of the above-stated request, the Court hereby approves said request and orders the same to be filed with the Fisher County Budget on file in the County Clerk's Office.

[Signature]
Department Head

[Signature]
County Auditor

[Signature]
Commissioner Pct#1

[Signature]
County Judge

[Signature]
Commissioner Pct#2

[Signature]
Commissioner Pct#3

[Signature]
Commissioner Pct#4

Approved this 22 day of January, 2018.

[Signature]
Attest: County Clerk





County of Fisher

P. O. Box 126 | Roby, Texas 79543
BUDGET AMENDMENTS – 2018
Honorable Commissioner's Court of Fisher County
JANUARY 22, 2018

Department: SENIOR CITIZENS

FROM ACCOUNT: BIG COUNTRY ELECTRIC

TO ACCOUNT: OTHER REVENUE 78-378-815

Amount: \$500.00

Reason: DONATION

After due consideration of the above-stated request, the Court hereby approves said request and orders the same to be filed with the Fisher County Budget on file in the County Clerk's Office.

Emilia Lucia
Department Head

Bobby Maul
County Auditor
[Signature]
County Judge

[Signature]
Commissioner Pct#1

[Signature]
Commissioner Pct#2

[Signature]
Commissioner Pct#3

[Signature]
Commissioner Pct#4

Approved this 22 day of January, 2018.

[Signature]
Attest: County Clerk





County of Fisher

P. O. Box 126 | Roby, Texas 79543
BUDGET AMENDMENTS – 2018
Honorable Commissioner's Court of Fisher County
JANUARY 22, 2018

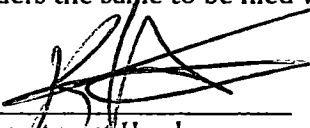
Department: NON DEPARTMENTAL

TO ACCOUNT: MISC EXPENSE -10-530-418

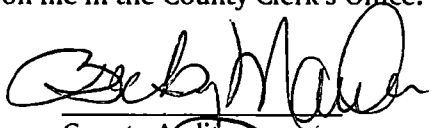
Amount: \$538.37

Reason: LATE FEES FOR PAYROLL TAXES

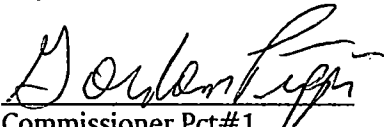
After due consideration of the above-stated request, the Court hereby approves said request and orders the same to be filed with the Fisher County Budget on file in the County Clerk's Office.



Department Head



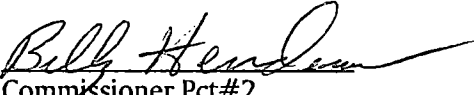
County Auditor




Commissioner Pct#1



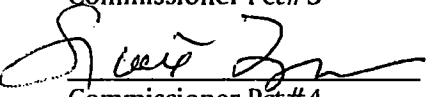
County Judge



Commissioner Pct#2



Commissioner Pct#3



Commissioner Pct#4

Approved this 22 day of January, 2018.



Attest: County Clerk





Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

Notice	CP220
Tax period	September 30, 2017
Notice date	January 8, 2018
Employer ID number	75-6000944
To contact us	Phone 1-800-829-0115

069069.672986.102499.8015 1 AB 0.403 864



COUNTY OF FISHER
% SHANA HAAS - COUNTY TREASURER
PO BOX 126
ROBY TX 79543-0126



069069

RECEIVED
JAN 9 2018

Changes to your September 30, 2017 Form 941

Amount due: \$538.37

We made changes to your September 30, 2017 Form 941.

As a result, your amount due is \$538.37.

This wasn't an audit. Your return may be examined in the future. Please keep this notice and your other important documents in a secure place.

Billing Summary

Overpayment on account before adjustment	\$10.46
Penalty increase - Failure-to-file	129.65
Penalty increase - Failure to make a proper federal tax deposit	400.67
Penalty increase - Failure-to-pay	14.41
Interest charges	4.10
Amount due by January 29, 2018	\$538.37



COUNTY OF FISHER
% SHANA HAAS - COUNTY TREASURER
PO BOX 126
ROBY TX 79543-0126

Notice	CP220
Notice date	January 8, 2018
Employer ID number	75-6000944

Payment

- Make your check or money order payable to the United States Treasury.
- Write your Employer ID number (75-6000944), the tax period (September 30, 2017), and the form number (941) on your payment and any correspondence.

INTERNAL REVENUE SERVICE
OGDEN UT 84201-0039

Amount due by
January 29, 2018

\$538.37



756000944 IB COUN 01 2 201709 670 00000053837

Notice	CP220
Tax period	September 30, 2017
Notice date	January 8, 2018
Employer ID number	75-6000944

Page 2 of 5

What you need to do immediately

Review this notice, and compare our changes to the information on your tax return.

If you agree with the changes we made

- Pay the amount due of \$538.37 by January 29, 2018 to avoid additional penalty and interest charges.
- If you're enrolled in the Electronic Federal Tax Payment System (EFTPS), you may use that method of payment instead of paying by check or money order.
- If you can't pay the amount due, pay as much as you can now and call us at 1-800-829-0115 to discuss your options for paying the remaining balance.

If you don't agree with the changes

- Call 1-800-829-0115 to review your account. You can also contact us by mail. Fill out the Contact information section, detach, and send it to us with any correspondence or documentation.
- If we don't hear from you, we'll assume you agree with the information in this notice.
- If you've already paid your balance in full within the past 14 days or made payment arrangements, please disregard this notice.

If we don't hear from you

If you don't pay \$538.37 by January 29, 2018, interest will increase, and additional penalties may apply.



COUNTY OF FISHER
% SHANA HAAS - COUNTY TREASURER
PO BOX 126
ROBY TX 79543-0126

Notice	CP220
Notice date	January 8, 2018
Employer ID number	75-6000944

Contact information

If your address has changed, please call 1-800-829-0115 or visit www.irs.gov.

- Please check here if you've included any correspondence. Write your Employer ID number (75-6000944), the tax period (September 30, 2017), and the form number (941) on any correspondence.

a.m.
 p.m.

a.m.
 p.m.

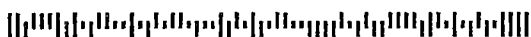
Primary Phone

Best time to call

Secondary Phone

Best time to call

INTERNAL REVENUE SERVICE
OGDEN UT 84201-0039



Notice	CP220
Tax period	September 30, 2017
Notice date	January 8, 2018
Employer ID number	75-6000944
Page 3 of 5	

Penalties

We are required by law to charge any applicable penalties.
The amount of penalty and interest shown is based on this adjustment.

Failure-to-file

Date received	Months Late	Unpaid amount	Penalty rate	Amount
11/30/2017	01	2,881.04	4.50%	129.65

Total failure-to-file

\$129.65

We assess a 5% monthly penalty for filing your return late for each month or part of a month the return is late, for up to 5 months.
When a penalty for paying late applies for the same month, the amount of the penalty for filing late for that month is reduced by the amount of the penalty for paying late for that month. The penalty for paying late is 1/2% for each month or part of a month. We base the monthly penalty for filing late on the tax required to be shown on the return that you didn't pay by the original return due date, without regard to extensions. We base the monthly penalty for paying late on the net unpaid tax at the beginning of each penalty month following the payment due date for that tax.
(Internal Revenue Code section 6651)

Failure to make a proper federal tax deposit

Due date	Payment date	Days late	Payment type	Rate	Amount due	Penalty
08/23/2017	08/29/2017	6	EFT	5%	2,251.35	112.57
10/04/2017	11/10/2017	37	PMT	10%	2,881.05	288.10

Total failure to make a proper federal tax deposit

\$400.67

We charged a penalty because you did not make a proper tax deposit based on your record of federal tax liability. Common reasons why we charge this penalty are:

- You did not deposit your tax on time
- You did not deposit enough tax
- You paid your tax directly to the IRS
- You did not deposit your tax electronically, as required by law

For information about depositing taxes, see the Employer's Tax Guide (Publication 15) or the Agricultural Employer's Tax Guide (Publication 51). (Internal Revenue Code section 6656)

Failure-to-pay

Date	Months Late	Unpaid amount	Penalty rate	Amount
11/30/2017	01	2,881.04	0.50%	14.41

Notice	CP220
Tax period	September 30, 2017
Notice date	January 8, 2018
Employer ID number	75-6000944

Page 4 of 5

Total failure-to-pay

\$14.41

We assess a 1/2% monthly penalty for not paying the tax you owe by the due date. We base the monthly penalty for paying late on the net unpaid tax at the beginning of each penalty month following the payment due date for that tax. This penalty applies even if you filed the return on time. We charge the penalty for each month or part of a month the payment is late; however, the penalty can't be more than 25% in total.

- The due date for payment of the tax shown on a return generally is the return due date, without regard to extensions.
- The due date for paying increases in tax is within 21 days of the date of our notice demanding payment (10 business days if the amount in the notice is \$100,000 or more).

If we issue a Notice of Intent to Levy and you don't pay the balance due within 10 days of the date of the notice, the penalty for paying late increases to 1% per month. For sole proprietors who filed on time, the penalty decreases to 1/4% per month while an approved installment agreement with the IRS is in effect for payment of that tax.

(Internal Revenue Code Section 6651)

Designation of deposit

The law allows you to tell the IRS where to apply your deposits within the tax return period with a deposit penalty. You have 90 days from the date of the correspondence you received showing the deposit penalty to contact the IRS if you want to specify where to apply your deposits.

The law also allows the IRS to remove the deposit penalty if: (1) the penalty applies to the first required deposit after a required change to your frequency of deposits, and (2) you file your employment tax returns by the due date.

Removal or reduction of penalties

We understand that circumstances—such as economic hardship, a family member's death, or loss of financial records due to natural disaster—may make it difficult for you to meet your taxpayer responsibility in a timely manner.

If you would like us to consider removing or reducing any of your penalty charges, please do the following:

- Identify which penalty charges you would like us to reconsider (e.g., 2005 late filing penalty).
- For each penalty charge, explain why you believe it should be reconsidered.
- Sign your statement and mail it to us with any supporting documents.

We'll review your statement and let you know whether we accept your explanation as reasonable cause to reduce or remove the penalty charge(s).

Penalties—continued

Removal of penalties due to erroneous written advice from the IRS

If you were penalized based on written advice from the IRS, we will remove the penalty if you meet the following criteria:

- If you asked the IRS for written advice on a specific issue
- You gave us complete and accurate information
- You received written advice from us
- You relied on our written advice and were penalized based on that advice

To request removal of penalties based on erroneous written advice from us, submit a completed Claim for Refund and Request for Abatement (Form 843) to the IRS service center where you filed your tax return. For a copy of the form or to find your IRS service center, go to www.irs.gov or call 1-800-829-0115.

Interest charges

We are required by law to charge interest when you do not pay your liability on time. Generally, we calculate interest from the due date of your return (regardless of extensions) until you pay the amount you owe in full, including accrued interest and any penalty charges. Interest on some penalties accrues from the date we notify you of the penalty until it is paid in full. Interest on other penalties, such as failure to file a tax return, starts from the due date or extended due date of the return. Interest rates are variable and may change quarterly. (Internal Revenue Code section 6601)

We multiply your unpaid tax, penalties, and interest (the amount due) by the interest rate factor to determine the interest due each quarter.

Period	Days	Interest rate	Interest rate factor	Amount due	Interest charge
10/31/2017 - 11/10/2017	10	4.0%	0.001096431	3010.69	3.30
11/10/2017 - 12/31/2017	51	4.0%	0.005604381	122.49	0.69
12/31/2017 - 01/08/2018	8	4.0%	0.000877049	123.18	0.11
Total interest					\$4.10

Additional Interest Charges

If the amount you owe is \$100,000 or more, please make sure that we receive your payment within 10 business days from the date of this notice. If the amount is less than \$100,000, please make sure that we receive your payment within 21 calendar days from the date of this notice. If we don't receive full payment within these time frames, the law requires us to charge additional interest until you pay the full amount you owe.

Additional information

- Visit www.irs.gov/cp220
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.



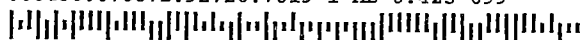
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Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0058

Notice	CP267
Tax period	September 30, 2017
Notice date	December 25, 2017
Employer ID number	75-6000944
To contact us	Phone 1-800-829-0115

008436.670872.92726.7819 1 MB 0.423 699



COUNTY OF FISHER
% SHANA HAAS - COUNTY TREASURER
PO BOX 126
ROBY TX 79543-0126

Page 1 of 5



108436

Important changes to enclosed notice

The overpayment on your account is a credit that was not claimed. If you do not owe other taxes, we will refund the overpayment amount in 3 to 4 weeks.

About this notice

We received this additional information after the attached notice was prepared. The attached notice does not reflect this change. We apologize for any inconvenience this may have caused you. If you have any questions about the change, please call us at 1-800-829-0115.

Continued on back...



COUNTY OF FISHER
% SHANA HAAS - COUNTY TREASURER
PO BOX 126
ROBY TX 79543-0126

Notice	CP267
Notice date	December 25, 2017
Employer ID number	75-6000944

Contact information

INTERNAL REVENUE SERVICE
OGDEN UT 84201-0058

If your address has changed, please call 1-800-829-0115 or visit www.irs.gov.
 Please check here if you've included any correspondence. Write your Employer ID number (75-6000944), the tax period (September 30, 2017), and the form number (941) on any correspondence.

<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.
<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.

Primary Phone	Best time to call	Secondary Phone	Best time to call
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Notice	CP267
Tax period	September 30, 2017
Notice date	December 25, 2017
Employer ID number	75-6000944

Page 2 of 5

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Notice	CP267
Tax period	September 30, 2017
Notice date	December 25, 2017
Employer ID number	75-6000944

Page 3 of 5

Overpayment on your September 30, 2017 Form 941

Where do you want us to apply your credits?



008436 You have a credit of \$10.46 that you didn't claim on your Form 941 for September 30, 2017.

Summary	
Payments you made	\$98,069.65
Tax you owed	98,059.19
Remaining credit	\$10.46

Notice	CP267
Tax period	September 30, 2017
Notice date	December 25, 2017
Employer ID number	75-6000944
Page 4 of 5	

What you need to do

Review this notice and compare our records to the information on your tax return and to your payment records.

If you would like the credit transferred to another tax form, tax period, or tax identification number:

Call us at 1-800-829-0115 to give us the details of the account to which the credit should be transferred.

If you would like a refund of the overpayment sent to you:

Call us at 1-800-829-0115. You should receive the refund within 4 weeks as long as you don't owe other tax or debts we're required to collect.

You must respond within 30 days from the date of this notice.

If we don't hear from you

If you don't reply or if you reply and there's still a credit on the account after we make any requested changes, you should receive a refund of the overpayment within 8-12 weeks as long as you don't owe other tax or debts we're required to collect.

Notice	CP267
Tax period	September 30, 2017
Notice date	December 25, 2017
Employer ID number	75-6000944
Page 5 of 5	

**Payments credited to your account
for tax period ending
September 30, 2017**

The total amount of your payments, including deposits and credits, shown below, were applied to any changes in taxes owed. Please call 1-800-829-0115 if any information is incorrect or missing.

Date received	Payment description	Amount
July 3, 2017	Federal tax deposit	\$13,604.70
July 3, 2017	Federal tax deposit	10.46
July 18, 2017	Federal tax deposit	14,044.92
August 1, 2017	Federal tax deposit	13,532.38
August 15, 2017	Federal tax deposit	13,757.39
August 29, 2017	Federal tax deposit	13,371.55
September 12, 2017	Federal tax deposit	13,563.11
September 26, 2017	Federal tax deposit	13,293.64
November 10, 2017	Other	2,891.50
Total		\$98,069.65

Additional information

- Visit www.irs.gov/cp267
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

108436

CAUSE # 19859

DAVID HALL,
IN HIS OFFICIAL CAPACITY AS JUDGE
PRESIDING FOR THE
1ST MULTICOUNTY COURT AT LAW

V.

THE COMMISSIONERS' COURT OF
FISHER COUNTY, TEXAS;
THE COMMISSIONERS' COURT OF
MITCHELL COUNTY TEXAS;
THE COMMISSIONERS' COURT OF
NOLAN COUNTY, TEXAS

§ IN THE 32ND DISTRICT COURT
§
§
§
§
§
§
§ SITTING AS A SUPERVISORY JUDGE
§ AN APPELLATE COURT
§
§
§ NOLAN COUNTY, TEXAS

FILED FOR RECORD
AT _____ O'CLOCK _____ M.
JAN 09 2013

JAMIE CLEM
DISTRICT CLERK, Nolan County Texas
BY _____ DEPUTY

**ORDER GRANTING REQUEST FOR
MANDAMUS AND DECLARATORY RELIEF**

On December 14, 2017, and January 9, 2018, came on for consideration Appellant David Hall's Request for an Immediate Order and for Mandamus and Declaratory Relief from Commissioners Courts' Order and Resolution ("Appellant's Request"), filed in his official capacity as presiding judge for the 1st Multicounty Court at Law against the Commissioners Courts of Nolan, Mitchell, and Fisher Counties. The Court, after having reviewed the parties' briefing and all evidence attached thereto, any supplements, and responses, and after considering the argument of counsel, finds that Appellant's Request should be and is hereby GRANTED.

It is, therefore, ORDERED that within 10 business days hereof, the Nolan County Commissioners Court shall appropriate and pay an annual salary to the 1st Multicounty Court at Law's court reporter in the amount of \$80,163.68 annually effective as of September 1, 2017, and continuing through the current budget year; and pay salary to the 1st Multicounty Court at Law's court administrator in the amount of \$58,597.18 annually effective as of September 1, 2017, which constitutes an amount equal to the total salary of the 32nd District Court's official court reporter and court administrator, respectively, consistent with Texas Government Code

§ 25.2072(d). The salary shall be in an amount no less than \$4,883.12 monthly for the court administrator and \$6,680.30 monthly for the court reporter, plus attendant benefits increased in accordance with each employee's salary amount including (but not limited to) professional education, health insurance, travel expenses, retirement, Medicare, and Social Security contributions through the 2018 fiscal year.

It is, therefore, ORDERED that within 20 days hereof, Fisher County, Texas shall pay to Nolan County for compensation for the Official Court Administrator and Court Reporter for the 1st Multicounty Court at Law the amount of ~~\$10,641.27~~ through the 2018 fiscal year.

It is, therefore, ORDERED that within 20 days hereof, Mitchell County, Texas shall pay to Nolan County for compensation for the Official Court Administrator and Court Reporter for the 1st Multicounty Court at Law the amount of \$25,186.88, through the 2018 fiscal year.

IT IS FURTHER ORDERED AND DECLARED that Texas Government Code as construed in this Order mandates that Nolan County, as the administrative county, pay the 1st Multicounty Court at Law's official court reporter and the court administrator the same total compensation as the official court reporter and court administrator, respectively, of the 32nd District Court.

IT IS FURTHER ORDERED that the Commissioners Courts of Nolan, Mitchell, and Fisher Counties pay to Appellant, in equal shares, the sum of ~~\$7,500.00~~ as equitable, just, and reasonable attorney's fees incurred in obtaining this Order, on or before January 31st, 2018. The Commissioners Courts of Nolan, Mitchell, and Fisher Counties are also ORDERED to pay, in

equal shares, Appellant's equitable and just costs incurred in obtaining this Order, on or before January 31st, 2018.

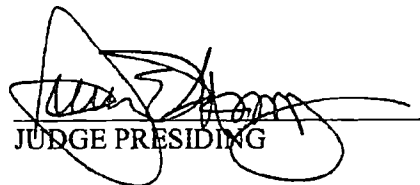
IT IS FURTHER ORDERED that, should an appeal of this judgment be taken to the 11th Court of Appeals, any appealing party shall pay to each Appellee the sum of \$5,000.00 as equitable, just, and reasonable attorney's fees upon the non-appealing parties successful defense of this Order. IT IS FURTHER ORDERED that, should a petition for review of this judgment

be taken to the Texas Supreme Court, ^{any appealing party} ~~Nolan County~~ shall pay to each ^{other} party, the sum of ~~\$2,500.00~~ ^{5,000.00} as equitable, just and reasonable attorney's fees upon a successful defense of this ^{other}


Order. IT IS FURTHER ORDERED that, if oral argument is requested by ^{additional} the Texas Supreme Court, ~~Nolan County~~ shall pay to each party, the ^{sum}

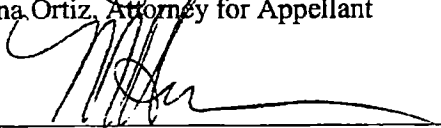
This Order disposes of all claims and issues in this action. All other relief requested by ^{it} any party is DENIED. This order is final and appealable. ^{any appealing party} \$2,500.00 as equitable, just and reasonable attorney's fees upon a successful defense of this order.

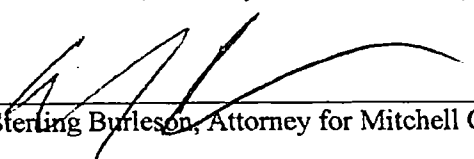
SIGNED this 9 day of January, 2018.

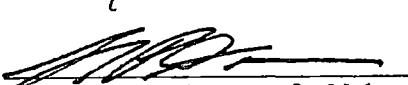

JUDGE PRESIDING

APPROVED AS TO FORM:


Giana Ortiz, Attorney for Appellant


Michael Hall, Attorney for Fisher County


Sterling Burleson, Attorney for Mitchell County


Lisa Peterson, Attorney for Nolan County

THE ORTIZ LAW FIRM

ATTORNEYS AT LAW

DANIEL A. ORTIZ
dortiz@ortizlawtx.com

GIANA ORTIZ
gortiz@ortizlawtx.com

January 12, 2018

Lisa Peterson
Nolan County Attorney
100 E. Third Street
Sweetwater, Texas 79556

VIA EMAIL
lisa.peterson@co.nolan.tx.us

Michael Hall
Fisher County Attorney
112 North Concho, Suite 117
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Sterling Burselson
Mitchell County Attorney
349 Oak Street, Rm. 206
Colorado City, Texas 79512

VIA EMAIL
countyattorney@co.mitchell.tx.us

Re: *1ST MULTI-COUNTY COURT AT LAW VS. THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS; THE COMMISSIONERS' COURT OF MITCHELL COUNTY, TEXAS; THE COMMISSIONERS' COURT OF NOLAN COUNTY, TEXAS, Cause No. 19859*

Counsel:

On January 9, 2018, Judge Morgan ordered that each of the three counties must pay Judge Hall's costs of court in equal shares. For your convenience, the following accurately accounts for all costs and fees incurred by Appellant during the course of the above-styled suit:

Filing fees of the Nolan County District Clerk	\$301.00
Miscellaneous filing fees	\$ 13.36
Service fee for Nolan County Sheriff	\$ 75.00
Service fee for Mitchell County Sheriff	\$ 75.00
Service fee for Fisher County Sheriff	\$100.00
TOTAL	<u>\$564.36</u>

Please make your checks payable to ~~The Ortiz Law Firm~~ and mail them to ~~1304 West Abram, Suite 100, Arlington, Texas 76012.~~

Please do not hesitate to contact my office if you have any questions or concerns.

1304 West Abram
Arlington, Texas 76013
Local 817-861-7984
Metro 817-261-8880
Fax 817-861-8909

Please do not hesitate to contact my office if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to be 'GO' with a stylized flourish extending to the right.

Giana Ortiz

GO/cs
Enclosures

TAX ABATEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF FISHER §

This Tax Abatement Agreement (hereinafter “Agreement”) is entered into by and between Fisher County, Texas (hereinafter “County”) and Mesquite Star Special, LLC (hereinafter “Company”) on the ___ day of January 2018 (“Effective Date”).

WHEREAS, the County is authorized to enter into Tax Abatement Agreements pursuant to Chapter 312 of the *Texas Property Tax Code* (the “Tax Code”), and

WHEREAS, the County has adopted Tax abatement guidelines which provide criteria governing tax abatement agreements to be entered into by the County as contemplated by the Tax Code; and

WHEREAS, the County has adopted a resolution stating that it elects to be eligible to participate in tax abatement in accordance with the Tax Code; and

WHEREAS, the County Commissioners Court established The Mesquite Star Wind Reinvestment Zone (“Reinvestment Zone”) in accordance with Section 312.401 of the Tax Code on 11th day of September, 2017 (the “**Reinvestment Zone**”); and

WHEREAS, the Company has a leasehold interest in real property located within the Reinvestment Zone (the “**Real Estate Rights**”); and

WHEREAS, the Company intends to operate and maintain a wind-powered electric power generating facility in West Texas with wind turbines located Fisher County and partially in Nolan County (the turbines in Fisher County being the “**Project**,” as further defined in Section 3); it is contemplated that the Project will cost more than \$_____; and

WHEREAS, the Company would not exercise or utilize the Real Estate Rights or construct the Improvements (as defined in Section 3(i) of this Agreement) without receipt of an ad valorem tax abatement from the County; and

WHEREAS, the County Commissioners Court finds that the improvements and additions proposed by the Company will benefit the economy of the County and the State of Texas and increase the local tax base; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Real Estate Rights are located; and

WHEREAS, the Commissioners Court finds that the Company’s project is feasible and practicable and would be of benefit to the Reinvestment Zone, and the taxing units with jurisdiction over the real property leased by the Company for the Project.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual obligations and promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the County and Company agree as follows:

SECTION 1. Recitations. The parties agree that the recitations above in this agreement are true and correct and shall be incorporated into this Agreement.

SECTION 2. Authorization. This Agreement is authorized and governed by the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, as amended, and the Fisher County Tax Abatement Guidelines and Criteria as previously adopted by the Commissioners Court of Fisher County (the “**Guidelines and Criteria**”). The Commissioners Court of Fisher County has determined that the terms of this Agreement and the property subject to this Agreement meet the Guidelines and Criteria adopted by the County.

SECTION 3. Term. This Agreement shall remain in force and effect for a period of ten (10) years from the Start Date, and shall expire and be of no further force and effect after said date.

SECTION 4. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

a. “Completion Date” means the date that the construction and installation of the Project is substantially complete and the Company has provided the Certificate to the County.

b. “Certificate” means a letter, provided by the Company to the County Judge of Fisher County, certifying that it has completed construction of the Project and outlining the Improvements included in the Project, and stipulating the overall turbine capacity of the Project. At any time before or after receipt of the Certificate, the County may inspect the Property within the Reinvestment Zone in accordance with this Agreement to determine the status of the Improvements.

c. “Certified Appraised Value” means the appraised value, for property tax purposes, of the Property within the Reinvestment Zone as certified by the Fisher County Appraisal District for each taxable year.

d. “County Authorities” shall mean Fisher County acting by and through its duly elected and appointed representatives.

e. “Commissioners Court” shall mean the governing body of Fisher County, Texas.

f. “Force Majeure” means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, insurrection, government or de facto governmental action (unless caused by acts or omissions of such party), fires, explosions or floods.

g. “Project” means development and construction/installation of facilities equipment, fixtures and personal property additions on the Property to create a renewable energy project using wind turbines for the generation of electricity as further detailed in Exhibit “B.”

h. "Property" means the tract of land described in Exhibit "A" attached hereto and incorporated herein for all purposes, and all improvements and tangible personal property located thereon, which comprise the Reinvestment Zone.

i. "Reinvestment Zone" means Mesquite Star Wind Reinvestment Zone created by the Order of the Fisher County Commissioners court dated September 11, 2017.

j. "Improvements" shall mean the buildings and structures (or additions, upgrades, or portions thereof) and other improvements, including fixed machinery, equipment and process units which may consist of one or more electrical substations, underground and overhead electrical distribution and transmission facilities, wind powered turbines, transformers, appurtenant electric equipment, communication cable, data collection facilities, and anemometer towers, to be installed, added, upgraded, or used on the Property by or for the Company after the effective date of this Agreement; and all other real and tangible personal property permitted by Chapter 312 of the Texas Property Tax Code and the Fisher County Guidelines and Criteria which relate to the Mesquite Star Project. The land located in the Reinvestment Zone is not eligible for the abatement nor are assets of the lessors of the land where the Improvements are located. Tangible personal property located on the Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory and supplies. In addition to the property described in this definition, the kind, number and location of the proposed improvements on the Property is described on Exhibit "C" attached hereto.

k. "Start Date" is as defined in Section 6(a) below .

l. "Term of Abatement" or "Abatement Period", unless terminated sooner as provided elsewhere herein, means the 10-year period from and after the Start Date during which tax abatement for County property taxes is granted.

m. "Owner" shall mean the owner of the rights and interests in the Property, which shall be Mesquite Star _____, LLC and its successors and/or assigns, who are assigned or conveyed rights or interests in the Property, the Investor Group who acquires rights or interests in the Property, or any combination thereof.

SECTION 5. Abatement Limited. The tax abatement provided in this Agreement is only for County property taxes.

SECTION 6. Company Obligations.

As a condition to the granting and maintaining of the tax abatement as set forth in this Agreement, the Company shall, subject to events of Force Majeure and casualty where applicable:

a. Acquire a leasehold interest in real property located within the Reinvestment Zone;

b. Provide the Appraisal District with documentation and information reasonably requested for each Tax Year that will assist in determining the Taxable Value. This information shall be provided no later than April 15, subject to extension as allowed by law;

- c. Comply with all certification and reporting requirements set forth in this Agreement;
- d. Timely pay all unabated property taxes and rollback taxes; and
- e. Satisfy the following requirements:

(i) Construction of the Improvements. The Company anticipates that it will commence construction of the Project on or before October 1, 2018, with a completion goal within twenty-four (24) months thereafter. The Certified Appraised Value of the Improvements will depend upon annual appraisals by the Fisher County Appraisal District. The Company agrees to construct Improvements on the Property within the Reinvestment Zone consisting of windpower facilities of a minimum of four hundred (400) megawatts. The number of turbines will vary depending on the types of turbines and the size of the wind power facility, but the overall nameplate capacity of the Improvements will not be less than four hundred (400) megawatts.

(ii) Job Creation. The Company agrees to create at least twelve (12) permanent full time jobs at the Project and make reasonable efforts to employ persons who are residents of Fisher County, Texas in such jobs; provided, however, that the Company shall not be required to employ Fisher County residents who are not (i) equally or more qualified than nonresident applicants; (ii) available for employment on terms and/or salaries comparable to those required by nonresident applicants or (iii) able to become qualified with 72 hours of training. In the event a Fisher County resident could become qualified with a maximum of 72 hours of training, the Company shall provide for such training. Each of the persons employed in such jobs shall perform a portion of their work in Fisher County, Texas. Additionally, the Company agrees to make reasonable efforts to employ at least fifteen (15) persons who are residents of Fisher County, Texas during the initial construction and preparation of the Project site, subject to the same qualifications as set forth for the above referenced permanent jobs.

(iii) Infrastructure Location. The Company agrees to construct its substation, operation and maintenance facilities, yards, and other similar facilities related to the Project within the territorial borders of Fisher County, Texas.

(iv) Local Goods and Services. The Company shall use commercially reasonable efforts to maximize its use of Fisher County labor and services and supplies purchased from Fisher County businesses in the course of performing under this Agreement, as is further described in the Local Goods and Services Plan attached to this Agreement as Exhibit "B."

SECTION 7. Abatement.

a. Provided the Company constructs wind powered turbines in Fisher County as described in Section 5(e)(i) above with a minimum Certified Appraised Value of at least _____, there shall be granted and allowed hereunder to the Company by the County Authorities a 100% property tax abatement on the Improvements constructed, expanded or acquired hereunder on the Property for ten (10) tax years, commencing on January 1 of the tax year after the date that the County Judge of Fisher County receives the Certificate; however, at Owner's option, this Agreement shall become effective on January 1st of the first Calendar Year following the Calendar Year in which installation of the Improvements at the Property commences (the "Start Date"). Exercise of said option by Owner shall only be effective if Owner delivers a

written option exercise notice to both the County Judge of Fisher County and the Central Appraisal District of Fisher County no later than ninety (90) days after the commencement of construction of the Project.

b. For each of the years 1 through 5, beginning on the Start Date, the Company agrees to pay in lieu of taxes annually an amount equal to the product of \$2,250.00 multiplied by the total number of megawatts of nameplate capacity of the wind powered turbines installed by the Company in Fisher County. For each of the years 6 through 10, the Company agrees to pay in lieu of taxes annually an amount equal to the product of \$3,000.00 multiplied by the total number of megawatts of nameplate capacity of the wind powered turbines installed by the Company in Fisher County.

c. During the years of the tax abatement period as additional consideration for the abatement agreement, the Company agrees to make an annual contribution in Fisher County as designated by the County Authorities in an aggregate amount of One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) with such contribution being due and payable on or before January 31 of each calendar year during the term of this agreement. If more than one recipient is designated by the County Authorities, the designation shall specify the amount of the contribution to be made to each organization, not to exceed \$125,000.00 in the annual aggregate. All such designations by the County Authorities shall identify that each respective contribution is being made by the Company.

d. It is specifically understood and agreed that the abatement granted herein is nonexclusive and does not prevent the County Authorities from dealing with any other or subsequent owner or owners of the Project, or other projects; provided, however, the County Authorities agree that the abatement provided in above shall extend to the Company (whether the Company, its successors and assigns, or the Investor Group, as applicable) for the period of the above specified tax abatements.

e. The Company agrees that the Improvements, once constructed, shall remain in place and operational, to the extent commercially reasonable until at least twenty (20) years after the date the Certificate for such Improvements is provided by the Company; provided that nothing herein prevents the Company from replacing Improvements within the Reinvestment Zone prior to that date.

SECTION 8. Limitation on Use. Company agrees to limit its use of the Property to the proposed commercial uses and to limit its uses of the property to uses consistent with the general purpose of encouraging development of the designated Reinvestment Zone during the term of this Agreement.

SECTION 9. Administrative

(a) Access to and Inspection of Property by County Employees. The Company shall allow the County Authorities, employees, and/or designated representatives of the County Authorities access to the Improvements for the purpose of inspecting any Improvements erected to ensure that such Improvements are completed and maintained in accordance with the terms of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving the Company forty-eight (48) hours advance notice and shall be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more

representatives of the Company and in accordance with all applicable safety standards. Upon completion of construction, the designated representative of the County Authorities may annually evaluate each facility receiving abatement to ensure compliance with the Agreement, and Company shall cooperate in preparing a report to the Commissioners Court confirming compliance with this Agreement.

(b) On May 1st of each year that this Agreement is in effect, the Company shall certify to the County Authorities, and to the governing body of each taxing unit, that the Company is in compliance with each applicable term of this Agreement.

(c) The Chief Appraiser of the Fisher County Appraisal District annually shall determine the Certified Appraised Value of the Property and the Improvements. The Chief Appraiser shall record the Certified Appraised Value in the appraisal records. The Certified Appraised Value listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. During the term of this Agreement, each year, the Company shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as may be necessary for the administration of the abatement specified herein.

SECTION 10. Assuring Open Access to Transmission Infrastructure

(a) The Parties acknowledge that this Agreement is meant to enhance the development of wind generated electricity projects in Fisher County, Texas. The Company further acknowledges that the County hosts certain critical transmission infrastructure (“Public Infrastructure”), including substation(s) and transmission lines which have been funded by the ratepayers of Texas. The existence of this infrastructure creates the potential for future transmission line development (“Competing Lines”) in support of additional wind and other electricity generating facilities in the County by other project sponsors/owners (“Competing Line Owners”).

(b) The Company agrees to reasonably accommodate the planning, construction and operation of such Competing Lines, including the interconnection of such lines to substations. the Company also agrees to cooperate reasonably with Competing Line Owners to facilitate access to Public Infrastructure. Such cooperation may include: i) attempting to agree with a Competing Line Owner on mutually satisfactory arrangements for the siting and operation of a Competing Line, including exchanging respective lease or easement rights to avoid line crossings; and ii) allowing a Competing Line to cross the Company’s leased area, provided Competing Line Owner and the Company execute a crossing agreement reasonably acceptable to both parties.

(c) The Company agrees not to seek unreasonable compensation, limit Competing Line Owner transmission line or generating facility capacity, or perverse termination clauses or insurance requirements.

(d) In the spirit of maintaining a fair, competitive, and robust environment in Fisher County for electricity generating projects, the County agrees that any future abatement agreement between the County and Competing Wind Energy Developers will contain provisions substantially similar to this Section 9.

SECTION 11. Default and Remedies. The County Authorities may declare a default hereunder if the Company (1) in the absence of a Force Majeure, fails, refuses, or neglects to comply with any of the material terms, conditions, or representations of this Agreement and fails to cure during the cure period described herein; or (2) allows ad valorem taxes owed to the County Authorities or any other taxing jurisdiction in Fisher County to become delinquent and fails either to cure during the cure period or to timely and properly follow the legal procedures for their protest or contest. The County shall notify the Company and any lender of the Company of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the County Judge, including any lender information. The County is not required to notify any third party to which the County Judge has not been actually notified in writing. The notice shall specify the basis for the declaration of default, and the Company shall have the periods of time specified in Section 10(c) to cure any default. Any lender of which the County has notice shall have the right to cure any defect, including any defect caused by an assignee or contractor of such lender, during the same cure periods provided for the Company under this Agreement. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

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

(a) Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible.

(b) If the County Authorities declare a default of this Agreement, this Agreement shall terminate (after notice and opportunity to cure as provided for herein), and the County Authorities, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement, less the aggregate of all amounts paid by the Company specifically in lieu of taxes under this Agreement prior to the date of such termination. The County Authorities shall notify the Company of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Company shall have sixty (60)

days from the date of such notice to cure any default; provided, however, where fulfillment of any obligation requires more than sixty (60) days, performance shall be commenced within sixty (60) days after the receipt of notice, and such performance shall be diligently continued until the default is cured; provided, however, that if such default is not cured within one hundred and fifty (150) days from the date of notice of default from the County Authorities, the failure to cure such default shall constitute a default hereunder. If the default cannot be cured, or if the Company fails to cure within the period herein specified, the Company shall be liable for and will pay to the County Authorities within sixty (60) days following the termination of this Agreement (1) the amount of all property taxes abated under this Agreement (as required above), (2) interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes, and (3) penalties on the amount abated in the year of default at the rate provided for in the Texas Tax Code for delinquent taxes.

(c) Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law, or a change in the interpretation or enforcement of law, by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to cure such default prepared by such defaulting party and delivered to the other party.

SECTION 12. Changes in Tax Laws. The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement. A portion or all of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.

SECTION 13. Assignment of Agreement. This Agreement may not be assigned by the Company without the approval of the County Authorities by resolution or order of Commissioners Court, except that the Company may collaterally assign this Agreement to an Investor Group without the County Authorities' consent or otherwise assign its rights and responsibilities hereunder without the County Authorities' consent to any entity or entities or Investor Group which acquires all or any portion of the Company interest in the Improvements, the Property or the Project; provided, however, that the Company shall give written notice of any such assignment to the County Authorities, whereupon the County Authorities shall cause any property taxes applicable to the interest in the Improvements acquired by the entity or entities or Investor Group to be assessed separately to the entity or entities or Investor Group. Any assignment, including without limitation an assignment to another entity or Investor Group, shall require that all conditions and obligations in this Agreement applying to the interest acquired by the assignee shall be assumed by the assignee, and upon such assumption, the Company, (or any entity or Investor Group other than such assignee) shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations apply to the interest acquired by the assignee. No assignment shall be approved if (a) the County Authorities have declared a default hereunder that has not been cured, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County Authorities or any other taxing jurisdiction in Fisher County. Approval by the County Authorities shall not be unreasonably withheld. The parties hereto agree that a transfer of stock or a portion of stock or other ownership interest in the Company to a third party shall not be considered an assignment under the terms of this Agreement.

SECTION 14. Notices. All notices permitted or required to be given hereunder or by law shall be in writing and shall be made to the addresses set forth below until the Company or County notify the other in writing of any change in address. Such notices shall be considered given upon the deposit of the same with the United States Postal Service, certified, return receipt requested, and with postage paid and properly addressed.

FISHER COUNTY JUDGE
112 North Concho Street
Roby, TX 79543

and

MESQUITE STAR SPECIAL, LLC
ATTN: PROPERTY TAX DEPARTMENT
804 Carnegie Center
Princeton, NJ 08540

with a copy to:

NRG Renew LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel

SECTION 15. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be declared or held to be invalid or unenforceable by any county, governmental authority or agency having jurisdiction over the subject matter of this Agreement, the remaining terms of this Agreement and the application of such terms or provision to any other person or circumstance shall not be affected by such declaration or holding and shall remain valid and enforceable as allowed by law, and the parties shall negotiate in good faith to modify this Agreement to reform the invalid or unenforceable provisions hereof. If a court ruling or change in law affects the Company's eligibility for abatement, the County shall recapture so much of the abated taxes as required, but no penalties or interest shall be assessed against Company unless required by law.

SECTION 16. Governing Law; Venue. The parties agree that all disputes in any way relating to, arising under, connected with, or incident to this Agreement, and over which the federal courts do not have subject matter jurisdiction, shall be litigated, if at all, exclusively in the State District Court of Fisher County, Texas, and, if necessary, the corresponding appellate courts, and each party hereto waives any right to any transfer of venue or plea to the jurisdiction that might exist in the absence of this provisions. The parties further agree that all disputes in any way relating to, arising under, connected with, or incident to this Agreement and over which the federal courts have subject matter jurisdiction, shall be litigated, if at all, exclusively in the United States District Court for the Northern District of Texas, Abilene Division, and, if necessary, the corresponding appellate courts; provided, however, that the Company hereby expressly waives any right that it may have to remove any suit filed against it for damages or other actions hereunder to any federal court. The parties also agree that Texas law exclusively and without regard to choice of law rules shall govern all terms of

this Agreement, including this paragraph. The parties expressly submit themselves to the personal jurisdiction of the State of Texas.

SECTION 17. Road Maintenance. During construction of the Improvements, the Company shall use commercially reasonable efforts to minimize the disruption to County roads caused by the construction process and shall repair any damages caused to County roads by the construction process. After construction, the Company shall leave such County roads in a state of equal condition as they were prior to construction, excepting normal wear and tear.

SECTION 18. Amendment. Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

SECTION 19. Entire Agreement. This Agreement and Exhibits "A", "B", and "C" attached hereto contain the entire and integrated tax abatement agreement between the parties and supersedes all other negotiations and agreements between the parties relating to the grant of tax abatement for the Improvements located on the Property, whether written or oral. If there is a conflict between any of the Exhibits to this Agreement or the Guidelines and Criteria and this Agreement, the provisions of this Agreement shall control over the provisions in the Exhibit or the Guidelines and Criteria.

SECTION 20. Guidelines and Criteria. This Agreement is entered into by the parties consistent with the Guidelines and Criteria. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

SECTION 21. Headings. The section headings contained in this Agreement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

SECTION 22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one original.

[The remainder of this page is intentionally left blank.]

EXECUTED this ___ day of _____, 2018.

MESQUITE STAR SPECIAL, LLC

FISHER COUNTY

By: _____

Name: _____

Ken Holt, Judge

ATTEST:

County Clerk

EXHIBIT "A"

THE FOLLOWING REAL PROPERTY LOCATED IN FISHER COUNTY, TEXAS:

EXHIBIT "B"

LOCAL GOODS AND SERVICES PLAN

The Company agrees that it and its contractors, if any, will use reasonable commercial efforts to use Fisher County area businesses in the construction, operation and maintenance of the Project; provided, however, that the Company shall not be required to use goods and services provided by County residents that are not (i) of similar quality to those provided by nonresidents or (ii) made available on terms, conditions and price comparable to those offered by nonresidents. Comparable price shall be defined as less than or equal to 105% of the nonresident price for equivalent quality, conditions and terms. The County understands that the Project may be located in more than one county. The Company may use goods and services from other nearby counties, and such use will not be construed as a violation of this Agreement.

The Company designates the following department and phone number to be available to provide information to any individuals, businesses, and contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Project: _____ ("Local Services Coordination Department"); the Company may change the Local Services Coordination Department phone number or other contact information upon written notice to the County provided in the same manner as Section 13. The County may give out the Local Services Department information to local individuals, businesses, and contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Project. Additionally, the Company or its construction contractor, if any, shall advertise in local newspapers in Fisher County for local contractors to perform work on the construction of the Project.

EXHIBIT "C"
Improvements