

STATE OF TEXAS:

COUNTY OF FISHER:

FISHER COUNTY COMMISSIONER COURT MINUTES

FEBRUARY 11TH, 2019

Be it remembered that on Monday, the 11th day of February 2019 the Commissioners' Court of Fisher County, Texas, convened in Regular Session in the Commissioners' Courtroom, Fisher County Courthouse, Roby Texas

Ken Holt, County Judge

Pat Thomson, County Clerk

Gordon Pippin, Commissioner #1

Dexter Elrod, Commissioner #2

Preston Martin, Commissioner #3

Kevin Stuart, Commissioner #4

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 Martin, second by Commissioner Pippin to approve consent agenda, reports, bills and expense accounts (see attached). This motion having been put to a vote prevailed, the vote being unanimous.

Order 3-Motion by Commissioner Martin, second by Commissioner Pippin to approve bills from Rotan Motor Company (see attached). This motion having been put to vote prevailed with Commissioner Elrod abstaining do to conflict of interest.

Order 4-Motion by Commissioner Pippin, second by Commissioner Stuart to lift burn ban. This motion having been put to vote prevailed, the vote being unanimous.

Order 5-Motion by Commissioner Pippin, second by Commissioner Martin approve Road Maintenance Agreement with Mesquite Star (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 6-Motion by Commissioner Pippin, second by Commissioner Elrod to approve new airport rental contract. New requirements as to insurance and yearly payments (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 7-Motion by Commissioner Pippin, second by Commissioner Martin to approve time earned before new handbook will not be lost by employees. This motion having been put to vote prevailed, the vote being unanimous.

Order 8-Motion by Commissioner Pippin, second by Commissioner Stuart to raise PTO to 80 hours per calendar year for employees. This motion having been put to vote prevailed, the vote being unanimous.

Order 9-Motion by Commissioner Pippin, second by Commissioner Martin to approve Resolution Governing Authority Health and Human Services (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 9-Motion by Commissioner Pippin, second by Commissioner Stuart to adjourn. This motion having been put to vote prevailed, the vote being unanimous.

FYI and Discussed Items with no motions:

32nd Judicial District Racial Profiling Report

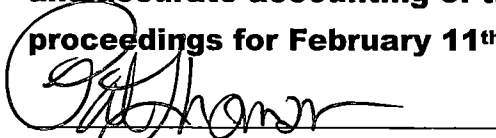
Sheriff Annual Racial Profiling Report

Purchase Orders discussion on small purchase by Road Departments and possible blank purchase orders.

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 February 11th, 2019



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



COMMISSIONER COURT OF FISHER COUNTY, TEXAS

NOTICE OF OPEN MEETING

DATE OF MEETING: Monday, February 11, 2019

LOCATION: FISHER COUNTY COURTHOUSE
112 N CONCHO ROBY, TX 79543

AGENDA:

Call to Order –Monday, February 11, 2019

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING DEPARTMENTAL REPORTS:

Consent Agenda Items:

1. Tax Collectors/Jonnye Gibson
2. Senior Citizens /Emilia Garcia
3. Appraisal District/Laura Carrion
4. Extension Office/Nick Dickson
5. County Finances-Payroll & Benefits/Jeanna Parks
6. Bills, Expenses and Monthly State of Financial Condition/Becky Mauldin
7. Sheriff Office/Allan Arnwine

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

8. Bills (LGC § 171.004)/Becky Mauldin
9. Budget Amendments & Transfers/Becky Mauldin
10. Burn Ban (New resolution after 90 days or reinstated)
11. Road Maintenance Agreement for Mesquite Star
12. Review 32nd Judicial District Attorney Racial Profiling Reports/ Michael Hall
13. Annual Racial Profiling Report/Sheriff Arnwine
14. Airport Rental Contract Update Approval/Michael Hall
15. Caliche/Road Materials/Dexter Elrod
16. Governing Authority Resolution Governmental Entity
17. Purchase Orders/Gordon Pippin
18. Changes/Clarification on Employee Benefits and Policies/Jeanna Parks

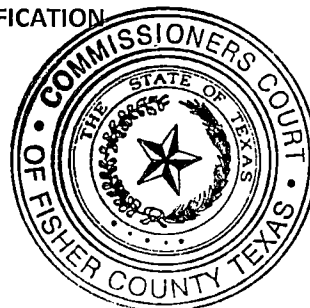
Pursuant to the authority granted under GC § 551, the Commissioners Court may convene a closed session to discuss any of the above agenda items. Immediately before any closed session, the specific section or sections of GC §551 that provide statutory authority will be announced.

ATTEST:

PAT THOMSON
FISHER COUNTY CLERK

Pat Thomson, Fisher County Clerk

CERTIFICATION



POSTED:2/7/2019 10:08 AM

**MONTHLY FUNDS SUMMARY
FISHER CO. TAX COLLECTOR
JONNYE LU GIBSON**

January 2019

	<u>COUNTY FUNDS</u>	<u>STATE FUNDS</u>	<u>TOTAL</u>
MONDAY REG. REPORT:	<u>21,357.20</u>	<u>3755.45</u>	<u>25,112.65</u>
IRP PAYMENT:	<u>0</u>	<u>0</u>	<u>0</u>
TITLE REPORTS:	<u>195.00</u>	<u>377.00</u>	<u>572.00</u>
MOTOR VEHICLE TOTAL:	<u>21,552.20</u>	<u>4132.45</u>	<u>25,684.65</u>

TOTALS PAID:

YOUNG FARMER FUND: 150.00
 SALES TAX FEE: 7885.99
 BANK FEE: 5.49
 TERP FEE: 669.00

CHECKING ACCT. SUMMARY:

FUNDS DEPOSITED: 34,451.00
 CO. DISBURSMENTS: 21,552.20
 Tx Dot Disburs: 4,132.45
 INTEREST: 10.36
 Young Farmers: 150.00
 State Comp: 8,554.99
 Beer/Alcohol: 0
 Subcontractor: 51.00

Balance on Hand: 0

GRAND TOTAL COUNTY FUNDS PD: 21,608.07
GRAND TOTAL STATE FUNDS PD: 12,842.93
MVD TOTAL COLLECTIONS: 34,451.00

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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
	7731	A	02-07-2019			0.00
APG&E UTILITIES FOR LAW CENTER	7720	R 00431	02-06-2019 02-06-2019	14125	10-585-380 UTILITIES FOR LAW CENTER 10-100-100 CFC: GENERAL FUND	2,275.75
AQUAONE SUPPLIES	7677	R 00342	02-04-2019 02-11-2019	14130	10-480-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	17.23
AQUAONE SUPPLIES	7678	R 00343	02-04-2019 02-11-2019	14129	10-585-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	7.49
AT&T COMMUNICATIONS	7643	R 00334	01-30-2019 02-11-2019	14132	10-530-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	446.40
AT&T COMMUNICATIONS	7644	R 00334	01-30-2019 02-11-2019	14132	10-530-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	790.97
AT&T COMMUNICATIONS	7689	R 00015	02-05-2019 02-11-2019	14131	13-613-310 COMMUNICATIONS 13-100-100 CFC: ROAD & BRIDGE PRECINCT	121.08
AT&T COMMUNICATIONS	7753	R 00015	02-07-2019 02-11-2019	14131	10-585-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	167.71
ATMOS ENERGY UTILITIES	7739	R 00017	02-07-2019 02-07-2019	14126	78-778-380 UTILITIES 78-100-100 CFC: SENIOR CITIZENS	451.57
ATMOS ENERGY UTILITIES	7754	R 00017	02-07-2019 02-11-2019	14133	12-612-380 UTILITIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	52.25
BATJER SERVICE, LLC REPAIRS - FC LAW ENFORCEMENT CENTER	7737	R 00436	02-07-2019 02-11-2019	349 14134	10-470-390 REPAIRS - FC LAW ENFORCEMEN 10-100-100 CFC: GENERAL FUND	492.93
BATTS COMMUNICATIONS COMMUNICATIONS	7685	R 00152	02-04-2019 02-11-2019	14135	10-530-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	760.00
BBVA COMPASS REPAIRS & MAINTENANCE	7699	R 00020	02-05-2019 02-11-2019	322 14136	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	46.96
BBVA COMPASS REPAIRS & MAINTENANCE	7716	R 00020	02-06-2019 02-11-2019	14136	13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	122.29

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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
BEN E KEITH FOODS - DFW DIVISION EDIBLE GOODS	7735	R 00023	02-07-2019 02-11-2019	319 14137	78-778-690 EDIBLE GOODS 78-100-100 CFC: SENIOR CITIZENS	2,040.26
BEN E KEITH FOODS - DFW DIVISION PAPER GOODS	7736	R 00023	02-07-2019 02-11-2019	319 14137	78-778-692 PAPER GOODS 78-100-100 CFC: SENIOR CITIZENS	299.71
BLACK PLUMBING COURTHOUSE MAINTENANCE	7742	R 00344	02-07-2019 02-11-2019	326 14138	10-470-375 COURTHOUSE MAINTENANCE 10-100-100 CFC: GENERAL FUND	346.00
BUG OUT PEST MANAGEMENT EXTERMINATOR SERVICES	7634	R 00029	01-29-2019 02-11-2019	 14139	10-470-376 EXTERMINATOR SERVICES 10-100-100 CFC: GENERAL FUND	350.00
CHAD PEARSON COURTHOUSE MAINTENANCE	7740	R 00235	02-07-2019 02-11-2019	 14140	10-470-375 COURTHOUSE MAINTENANCE 10-100-100 CFC: GENERAL FUND	500.00
CHAD PEARSON REPAIRS - YARD SERVICES	7741	R 00235	02-07-2019 02-11-2019	 14140	10-470-395 REPAIRS - YARD SERVICES 10-100-100 CFC: GENERAL FUND	300.00
CITY JANITORIAL SUPPLY SUPPLIES	7703	R 00036	02-06-2019 02-11-2019	289 14141	10-530-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	209.90
CITY JANITORIAL SUPPLY SUPPLIES	7704	R	02-06-2019 02-11-2019	293 14142	10-470-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	55.80
CITY JANITORIAL SUPPLY SUPPLIES	7705	R 00036	02-06-2019 02-11-2019	333 14141	10-470-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	125.30
CITY OF ROBY UTILITIES	7717	R 00038	02-06-2019 02-11-2019	 14143	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	155.34
CITY OF ROBY UTILITIES FOR LAW CENTER	7718	R 00038	02-06-2019 02-11-2019	 14143	10-585-380 UTILITIES FOR LAW CENTER 10-100-100 CFC: GENERAL FUND	274.71
CITY OF ROTAN UTILITIES	7712	R 00037	02-06-2019 02-11-2019	 14144	12-612-380 UTILITIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	30.00
CITY OF ROTAN UTILITIES	7713	R 00037	02-06-2019 02-11-2019	 14144	13-613-380 UTILITIES 13-100-100 CFC: ROAD & BRIDGE PRECINCT	32.00
CLEARFORK HEALTH CENTER HOT CHECK EXPENSES	7651	R 00409	01-31-2019 01-31-2019	 14118	72-772-772 HOT CHECK EXPENSES 72-100-100 CFC: HOT CHECK FUND	65.00

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CONOCO-2586-WEXBANK VEHICLE GAS	7756	R 00042	02-07-2019 02-11-2019	14145	10-580-616 VEHICLE GAS 10-100-100 CFC: GENERAL FUND	1,084.39
CONOCO-9137-WEXBANK DIESEL, OIL, AND GASOLINE	7755	R 00126	02-07-2019 02-11-2019	14146	14-614-700 DIESEL, OIL, AND GASOLINE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	224.83
COOPER OIL CO INC DIESEL, OIL, AND GASOLINE	7665	R 00045	01-31-2019 02-11-2019	358 14147	11-611-700 DIESEL, OIL, AND GASOLINE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	2,080.25
DENNIS QUICK AUTO SERVICE & SALES VEHICLE EXPENSE	7632	R 00320	01-29-2019 02-11-2019	340 14148	10-580-608 VEHICLE EXPENSE 10-100-100 CFC: GENERAL FUND	127.50
DIRECT ENERGY UTILITIES	7721	R 00051	02-06-2019 02-11-2019	14149	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	1,309.65
DIRECT ENERGY UTILITIES	7722	R 00051	02-06-2019 02-11-2019	14149	11-611-380 UTILITIES 11-100-100 CFC: ROAD & BRIDGE PRECINCT	240.27
DIRECT ENERGY UTILITIES	7723	R 00051	02-06-2019 02-11-2019	14149	13-613-380 UTILITIES 13-100-100 CFC: ROAD & BRIDGE PRECINCT	94.28
DIRECTV INMATE EXPENSE	7711	R 00050	02-06-2019 02-11-2019	14150	10-585-612 INMATE EXPENSE 10-100-100 CFC: GENERAL FUND	209.98
DOSSER OILFIELD SERVICES & GARAGE REPAIRS & MAINTENANCE	7652	R 00275	01-31-2019 02-11-2019	356 14151	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	762.68
GERALD JAMES REPAIRS & MAINTENANCE	7692	R 00279	02-05-2019 02-11-2019	368 14152	78-778-320 REPAIRS & MAINTENANCE 78-100-100 CFC: SENIOR CITIZENS	110.00
GINA PASLEY TRAVEL/SCHOOL/TUITION/DUES	7758	R	02-08-2019 02-11-2019	104	10-420-300 TRAVEL/SCHOOL/TUITION/DUES 10-100-120 INTEREST & SINKING CHECKING	335.39
GRAY FUEL & CHEMICAL REPAIRS - AC AND HEATING	7695	R 00066	02-05-2019 02-11-2019	294 14153	10-470-387 REPAIRS - AC AND HEATING 10-100-100 CFC: GENERAL FUND	200.60
GRAY FUEL & CHEMICAL RURAL FIRE DEPT FUEL EXPENSE	7707	R 00066	02-06-2019 02-11-2019	14153	10-530-486 RURAL FIRE DEPT FUEL EXPENS 10-100-100 CFC: GENERAL FUND	81.38
GRAY FUEL & CHEMICAL DIESEL, OIL, AND GASOLINE	7708	R 00066	02-06-2019 02-11-2019	14153	12-612-700 DIESEL, OIL, AND GASOLINE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	307.39

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GRAY FUEL & CHEMICAL VAN EXPENSE	7709	R 00066	02-06-2019 02-11-2019	14153	78-778-680 VAN EXPENSE 78-100-100 CFC: SENIOR CITIZENS	246.34
GRAY FUEL & CHEMICAL DIESEL, OIL, AND GASOLINE	7710	R 00066	02-06-2019 02-11-2019	14153	13-613-700 DIESEL, OIL, AND GASOLINE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	2,643.88
GRAY FUEL & CHEMICAL VEHICLE GAS	7715	R 00066	02-06-2019 02-11-2019	14153	10-580-616 VEHICLE GAS 10-100-100 CFC: GENERAL FUND	742.69
HBC-CENTRAL SUPPLIES	7696	R 00068	02-05-2019 02-11-2019	330 14154	14-614-305 SUPPLIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	42.90
HBC-CENTRAL SUPPLIES	7697	R 00068	02-05-2019 02-11-2019	339 14154	14-614-305 SUPPLIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	21.99
HBC-CENTRAL SUPPLIES	7698	R 00068	02-05-2019 02-11-2019	174 14154	14-614-305 SUPPLIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	64.35
HILLIARD OFFICE SOLUTIONS COPY MACHINE/SUPPLIES/TONER	7663	R 00069	01-31-2019 02-11-2019	14155	10-530-475 COPY MACHINE/SUPPLIES/TONER 10-100-100 CFC: GENERAL FUND	67.22
HILLIARD OFFICE SOLUTIONS SUPPLIES	7664	R 00069	01-31-2019 02-11-2019	14155	10-420-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	42.00
HOMETOWN PHARMACY INMATE MEDICAL	7690	R 00434	02-05-2019 02-11-2019	14156	10-585-614 INMATE MEDICAL 10-100-100 CFC: GENERAL FUND	181.60
HUDSON ENERGY UTILITIES	7719	R 00070	02-06-2019 02-11-2019	14157	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	146.11
INTERSTATE BATTERY SYSTEM OF ABILEN SUPPLIES	7691	R 00072	02-05-2019 02-11-2019	348 14158	10-585-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	35.52
JENICE JOHNSON SUPPLIES	7672	R	02-01-2019 02-05-2019	14120	10-585-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	75.00
JESSNEY RAGAN SUPPLIES	7673	R	02-01-2019 02-01-2019	14121	10-585-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	75.00
JOHN DEERE FINANCIAL SUPPLIES	7732	R 00075	02-07-2019 02-11-2019	345 14159	12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	126.00

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JONNYE LU GIBSON REPAIRS & MAINTENANCE	7654	R 00156	01-31-2019 02-11-2019	14160	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	22.00
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7655	R 00156	01-31-2019 02-11-2019	14160	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	7.50
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7656	R 00156	01-31-2019 02-11-2019	14160	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	7.50
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7657	R 00156	01-31-2019 02-11-2019	14160	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	7.50
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7658	R 00156	01-31-2019 02-11-2019	14160	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	7.50
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7724	R 00438	02-07-2019 02-11-2019	14161	13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	7.50
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7725	R 00439	02-07-2019 02-11-2019	14162	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	7.50
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7726	R 00439	02-07-2019 02-11-2019	14162	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	7.50
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7727	R 00438	02-07-2019 02-11-2019	14161	13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	7.50
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7728	R 00438	02-07-2019 02-11-2019	14161	13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	7.50
LEAF COPY EXPENSE FOR LAW CENTER	7659	R 00080	01-31-2019 02-11-2019	14163	10-585-475 COPY EXPENSE FOR LAW CENTER 10-100-100 CFC: GENERAL FUND	582.17
LEE'S SERVICE AUTO PARTS REPAIRS & MAINTENANCE	7700	R 00081	02-06-2019 02-11-2019	362 14164	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	408.80
LEE'S SERVICE AUTO PARTS DIESEL, OIL, AND GASOLINE	7701	R 00081	02-06-2019 02-11-2019	362 14164	11-611-700 DIESEL, OIL, AND GASOLINE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	241.20
LEE'S SERVICE AUTO PARTS SUPPLIES	7702	R 00081	02-06-2019 02-11-2019	362 14164	11-611-305 SUPPLIES 11-100-100 CFC: ROAD & BRIDGE PRECINCT	271.57

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LEE'S SERVICE AUTO PARTS VEHICLE EXPENSE	7714	R 00081	02-06-2019 02-11-2019	14164	10-580-616 VEHICLE GAS 10-100-100 CFC: GENERAL FUND	15.00
LIBERTY NATIONAL LIFE INS. CO. NFC NON CAFATERIA PLAN PAYABLE	7660	R 00083	01-31-2019 02-11-2019	14165	10-200-220 NFC NON CAFATERIA PLAN PAYA 10-100-100 CFC: GENERAL FUND	289.33
LIBERTY NATIONAL LIFE INS. CO. NFC NON CAFATERIA PLAN PAYABLE	7661	R 00083	01-31-2019 02-11-2019	14165	11-200-220 NFC NON CAFATERIA PLAN PAYA 11-100-100 CFC: ROAD & BRIDGE PRECINCT	38.00
LINGO COMMUNICATIONS COMMUNICATIONS	7734	R 00435	02-07-2019 02-11-2019	14166	78-778-310 COMMUNICATIONS 78-100-100 CFC: SENIOR CITIZENS	60.44
LOCAL GOVERNMENT SOLUTIONS, LP COMPUTER REPAIRS & MAINTENCE	7679	R 00082	02-04-2019 02-11-2019	14167	10-430-330 COMPUTER REPAIRS & MAINTENC 10-100-100 CFC: GENERAL FUND	250.00
LOCAL GOVERNMENT SOLUTIONS, LP COMPUTER REPAIRS & MAINTENANCE	7687	R 00082	02-04-2019 02-11-2019	14167	10-420-320 COMPUTER REPAIRS & MAINTENA 10-100-100 CFC: GENERAL FUND	330.00
LOIS SOTO SUPPLIES	7674	R	02-01-2019 02-01-2019	14122	10-585-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	75.00
LONGWORTH CO-OP GIN DIESEL, OIL, AND GASOLINE	7682	R 00084	02-04-2019 02-11-2019	14168	14-614-700 DIESEL, OIL, AND GASOLINE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	2,809.81
LONGWORTH CO-OP GIN VEHICLE GAS	7683	R 00084	02-04-2019 02-11-2019	14168	10-580-616 VEHICLE GAS 10-100-100 CFC: GENERAL FUND	808.75
MITCHELL COUNTY MEDICAL INSURANCE	7645	R 00278	01-30-2019 02-11-2019	14169	10-450-210 MEDICAL INSURANCE 10-100-100 CFC: GENERAL FUND	2,809.52
MITCHELL COUNTY SUPPLIES	7646	R 00278	01-30-2019 02-11-2019	14169	10-450-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	147.30
MITCHELL COUNTY TRAVEL	7647	R 00278	01-30-2019 02-11-2019	14169	10-450-300 TRAVEL 10-100-100 CFC: GENERAL FUND	172.79
NAPA AUTO PARTS REPAIRS & MAINTENANCE	7693	R 00386	02-05-2019 02-11-2019	323 14170	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	103.98
NAPA AUTO PARTS REPAIRS & MAINTENANCE	7694	R 00386	02-05-2019 02-11-2019	351 14170	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	136.94

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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
NOEL FIELD AIRPORT EXPENSES	7633	R 00140	01-29-2019 02-11-2019	14171	88-800-810 AIRPORT EXPENSES 88-100-100 CFC - AIRPORT FUND	90.00
NOLAN COUNTY COUNTY COURT AT LAW JUDGE EXPENSE	7649	R 00282	01-30-2019 01-30-2019	14116	10-610-654 COUNTY COURT AT LAW JUDGE E 10-100-100 CFC: GENERAL FUND	10,641.27
NOWLIN FARM SERVICES SUPPLIES	7653	R 00090	01-31-2019 02-11-2019	304 14172	12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	172.99
O'REILLY AUTOMOTIVE, INC SUPPLIES	7680	R 00196	02-04-2019 02-11-2019	341 14173	12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	39.99
PAT THOMSON CASH BOND EXPENSES	7650	R	01-30-2019 01-30-2019	14117	74-774-776 CASH BOND EXPENSES 74-100-100 CFC: BAIL BOND FUND	300.00
PAT THOMSON CASH BOND EXPENSES	7662	R	01-31-2019 01-31-2019	14119	74-774-776 CASH BOND EXPENSES 74-100-100 CFC: BAIL BOND FUND	320.00
PITNEY BOWES PURCHASE POWER PAPER & POSTAGE	7681	R 00093	02-04-2019 02-11-2019	14174	10-530-445 PAPER & POSTAGE 10-100-100 CFC: GENERAL FUND	566.99
RELX INC. ELECTRONIC FORMS	7676	R 00322	02-04-2019 02-11-2019	14175	10-460-370 ELECTRONIC FORMS 10-100-100 CFC: GENERAL FUND	160.00
ROAD RUNNER TIRE SERVICE TIRES & TUBES	7730	R 00098	02-07-2019 02-11-2019	364 14176	14-614-725 TIRES & TUBES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	95.00
ROBY AUTOMOTIVE REPAIRS & MAINTENANCE	7666	R	02-01-2019 02-11-2019	317 14177	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	848.00
ROBY AUTOMOTIVE VEHICLE EXPENSE	7667	R	02-01-2019 02-11-2019	309 14180	10-580-608 VEHICLE EXPENSE 10-100-100 CFC: GENERAL FUND	513.00
ROBY AUTOMOTIVE VEHICLE EXPENSE	7668	R 00099	02-01-2019 02-11-2019	298 14178	10-580-608 VEHICLE EXPENSE 10-100-100 CFC: GENERAL FUND	30.00
ROBY AUTOMOTIVE VEHICLE EXPENSE	7669	R	02-01-2019 02-11-2019	342 14179	10-580-608 VEHICLE EXPENSE 10-100-100 CFC: GENERAL FUND	3,828.00
ROBY AUTOMOTIVE VEHICLE EXPENSE	7670	R 00099	02-01-2019 02-11-2019	332 14178	10-580-608 VEHICLE EXPENSE 10-100-100 CFC: GENERAL FUND	75.00

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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
ROBY AUTOMOTIVE RURAL FIRE EQUIPMENT	7671	R 00099	02-01-2019 02-11-2019	329 14178	10-530-487 RURAL FIRE EQUIPMENT 10-100-100 CFC: GENERAL FUND	68.00
ROTAN MERCANTILE CO. LLC SUPPLIES	7706	R 00104	02-06-2019 02-11-2019	336 14181	12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	81.44
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	7639	R 00105	01-29-2019 02-11-2019	305 14182	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	94.32
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	7640	R 00105	01-30-2019 02-11-2019	14182	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	41.86
SCURRY COUNTY SHERIFF'S OFFICE OUT OF COUNTY HOUSING	7738	R 00389	02-07-2019 02-11-2019	14183	10-585-605 OUT OF COUNTY HOUSING 10-100-100 CFC: GENERAL FUND	9,520.00
SCURRY COUNTY SHERIFF'S OFFICE INMATE MEDICAL	7757	R 00389	02-07-2019 02-11-2019	14183	10-585-614 INMATE MEDICAL 10-100-100 CFC: GENERAL FUND	124.78
STATE COMPTROLLER DIESEL, OIL, AND GASOLINE	7635	R 00257	01-29-2019 02-11-2019	14184	11-611-700 DIESEL, OIL, AND GASOLINE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	173.90
STATE COMPTROLLER DIESEL, OIL, AND GASOLINE	7636	R 00257	01-29-2019 02-11-2019	14184	12-612-700 DIESEL, OIL, AND GASOLINE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	173.90
STATE COMPTROLLER DIESEL, OIL, AND GASOLINE	7637	R 00257	01-29-2019 02-11-2019	14184	13-613-700 DIESEL, OIL, AND GASOLINE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	173.90
STATE COMPTROLLER DIESEL, OIL, AND GASOLINE	7638	R 00257	01-29-2019 02-11-2019	14184	14-614-700 DIESEL, OIL, AND GASOLINE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	173.90
SYLVESTER-MCCAULEY WATER SUPPLY UTILITIES	7641	R 00112	01-30-2019 02-11-2019	14185	11-611-380 UTILITIES 11-100-100 CFC: ROAD & BRIDGE PRECINCT	35.57
TEXAS ASSOCIATION OF COUNTIES WORKERS COMP INSURANCE	7686	R 00184	02-04-2019 02-11-2019	14186	10-530-470 WORKERS COMP INSURANCE 10-100-100 CFC: GENERAL FUND	817.00
THE NEWSPAPER OFFICE LLC LEGAL ADS	7684	R 00058	02-04-2019 02-11-2019	14187	10-530-485 LEGAL ADS 10-100-100 CFC: GENERAL FUND	234.00
THE NEWSPAPER OFFICE LLC SUPPLIES	7733	R 00058	02-07-2019 02-11-2019	14187	78-778-305 SUPPLIES 78-100-100 CFC: SENIOR CITIZENS	44.00

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
TIBBIT COMMERCIAL LEASING COMMUNICATIONS	7688	R 00121	02-05-2019 02-11-2019	14188	10-585-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	414.00
TRACEY DOWELL COURTHOUSE MAINTENANCE	7729	R 00163	02-07-2019 02-11-2019	14189	10-470-375 COURTHOUSE MAINTENANCE 10-100-100 CFC: GENERAL FUND	125.00
WADLEIGH LOCK & KEY COURTHOUSE MAINTENANCE	7675	R 00433	02-01-2019 02-11-2019	14190	10-470-375 COURTHOUSE MAINTENANCE 10-100-100 CFC: GENERAL FUND	149.80
WESTAIR-PRAXAIR DIST. INC SUPPLIES	7648	R 00127	01-30-2019 02-11-2019	14191	13-613-305 SUPPLIES 13-100-100 CFC: ROAD & BRIDGE PRECINCT	31.33
WHITES SUPPLIES	7642	R 00129	01-30-2019 02-11-2019	14192	78-778-305 SUPPLIES 78-100-100 CFC: SENIOR CITIZENS	10.49
YELLOWHOUSE MACHINERY CO SUPPLIES	7743	R 00132	02-07-2019 02-11-2019	347 14193	12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	127.59
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	7744	R 00132	02-07-2019 02-11-2019	344 14193	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	209.89
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	7745	R 00132	02-07-2019 02-11-2019	346 14193	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	209.89
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	7746	R 00132	02-07-2019 02-11-2019	376 14193	13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	209.89
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	7747	R 00132	02-07-2019 02-11-2019	377 14193	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	209.89
YELLOWHOUSE MACHINERY CO SUPPLIES	7748	R 00132	02-07-2019 02-11-2019	320 14193	12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	597.91
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	7749	R 00132	02-07-2019 02-11-2019	14193	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	1,302.42
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	7750	R 00132	02-07-2019 02-11-2019	14193	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	1,302.42
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	7751	R 00132	02-07-2019 02-11-2019	14193	13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	1,302.42

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NAME-OF-VENDOR DESCRIPTION	INVOICE-NO S VEN-NO VEN-INV-NO	INV-DATE/ DATE-PAID	PO-NUMBER/ CHECK-NO	EXPENSE-ACCOUNT/ BANK-ACCOUNT	AMOUNT
YELLOWHOUSE MACHINERY CO REPAIRS & MAINTENANCE	7752 R 00132	02-07-2019 02-11-2019	14193	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	1,302.42

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

REPORT TOTALS BY FUND

010 GENERAL FUND	0	0.00	57	44,736.26	0	0.00	57	44,736.26
011 ROAD & BRIDGE PRECINCT 1	0	0.00	15	5,938.49	0	0.00	15	5,938.49
012 ROAD & BRIDGE PRECINCT 2	0	0.00	17	3,482.03	0	0.00	17	3,482.03
013 ROAD & BRIDGE PRECINCT 3	0	0.00	12	4,753.57	0	0.00	12	4,753.57
014 ROAD & BRIDGE PRECINCT 4	0	0.00	13	5,849.95	0	0.00	13	5,849.95
072 HOT CHECK FUND	0	0.00	1	65.00	0	0.00	1	65.00
074 BAIL BOND FUND	0	0.00	2	620.00	0	0.00	2	620.00
078 SENIOR CITIZENS FUND	0	0.00	8	3,262.81	0	0.00	8	3,262.81
088 AIRPORT FUND	0	0.00	1	90.00	0	0.00	1	90.00
GRAND TOTALS	0	0.00	126	68,798.11	0	0.00	126	68,798.11

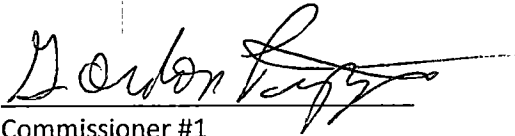


County of Fisher

P. O. Box 126 | Pocky, Texas 79543

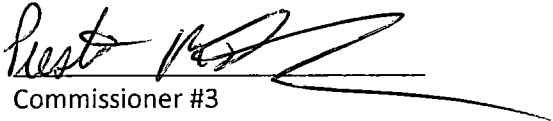
FISHER COUNTY COMMISSIONERS' COURT
ACCOUNTS PAYABLE

We have examined the accounts payable list and approve the same to be paid.



Commissioner #1
Gordon Pippin

Commissioner #2
Dexter Elrod



Commissioner #3
Preston Martin



Commissioner #4
Kevin Stuart

Date Range: 1-28-19 thru 2-11-19

Rota Motor Co Refraining from signing attached bill.

Date Approved: 2-11-19

Rotan Motor Co.

103 E. Sammy Baugh
 Rotan, TX 79546
 325-735-2201

Statement

Date

1/25/2019

Account #
 210

FISHER COUNTY PRE.2
 P.O. BOX 430
 ROBY, TX 79543

Amount Due	Amount Enc.
\$94.32	

Detach Here

Date	Transaction	Amount	Balance		
12/28/2018	Balance forward		0.00		
01/07/2019	INV #0190105011. CHARGED 908-0893	67.57	67.57		
01/07/2019	INV #0190105012. CHARGED 906-6542	26.75	94.32		
<p><i>H</i></p> <p>12-612-320</p>					
<p><i>Roby Maul</i></p>					
FINANCE CHARGE	CURRENT	1-30 DAYS PAST DUE	31-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	94.32	0.00	0.00	0.00	\$94.32

PAYMENT DUE THE 10TH OF THE FOLLOWING MONTH. A FINANCE CHARGE OF 1.5% WILL BE ADDED TO ALL PAST DUE ACCOUNTS MONTHLY.

ROTAN MOTOR & RADIATOR
103 EAST SAMMY BAUGH AVE.
ROTAN, TX 79546
(325) 735-2201

ACCT #	INVOICE # 190105011	01/07/19	PO#305	TL\$ DUE\$67.57
FISHER COUNTY PRE.2	1999	eng:		plate# 908-0893
P.O. BOX 430	FREIGHTLINER	vin# 1FUYTWEB1XHA73540		mileage
ROBY, TX 79543	MED CONVENTIONAL HAUL TRUCK			429700 out
	H# 735-3581	W# 735-2242	C# 725-7513	

M.V. INSPECTION

67.57 Group Total

WBW3124	2@	7.75	15.50 *WIPER ASSY	I2015	7.00
F113B	1@	3.42	3.42 3 PIN 90 PLUG	STATE INSPECTION STICKER	
DW05	1@	21.44	21.44 4" TURN LAMP		
100X/M63339Y	1@	20.21	20.21 FRONT MARKER LIGHT		
Parts Sub-Total			60.57		

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T H A N K Y O U

H A V E A N I C E D A Y !

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#

WE DO EXHAUST, RADIATOR WORK,
BRAKE WORK AND MANY OTHER
MACHANICAL THINGS YOU
MAY NEED!!!!

Charged

PARTS	60.57
LABOR	7.00
<< NO TAX >>	
TOTAL WORK ORDER	67.57

ROTAN MOTOR & RADIATOR
103 EAST SAMMY BAUGH AVE.
ROTAN, TX 79546
(325) 735-2201

ACCT #	INVOICE # 190105012	01/07/19	PO#305	TL\$ DUE\$26.75	
FISHER COUNTY PRE.2	2006	eng:		plate# 906-6542	mileage
P.O. BOX 430	CONSTRUCTION	vin# 1C91140236S770324			
ROBY, TX 79543	BELLY DUMP	WHITE			
	H# 735-3581	W# 735-2242	C# 725-7513		

M.V. INSPECTION

26.75 Group Total

10205R	3@	4.12	12.36 2 1/2 RED MARKER LIGHT	I2015	7.00
45821	1@	7.39	7.39 TWIST PLATE LIGHT	STATE INSPECTION STICKER	
Parts Sub-Total			19.75		

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T H A N K       Y O U

H A V E       A       N I C E       D A Y       !
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#
WE DO EXHAUST, RADIATOR WORK,
BRAKE WORK AND MANY OTHER
MACHANICAL THINGS YOU
MAY NEED!!!!
  
```

Charged	PARTS	19.75
	LABOR	7.00
	<< NO TAX >>	
	TOTAL WORK ORDER	26.75

PURCHASE ORDER

Purchase Order No: 000000305

Date: 01-07-2019

Fisher County
P.O.Box 126

Roby, Tx 79543

To be purchased from:

ROTAN MOTOR & RADIATOR REPAIR
103 EAST SAMMY BAUGH BLVD
ROTAN TX 79546

DESCRIPTION	EXPENSE ACCOUNT	AMOUNT
REPAIRS & MAINTENANCE	12-612-320	94.32
Total Amount:		94.32

Shipping Address: Fisher County
P.O.Box 126

Roby, Tx 79543

Rotan Motor Co.

103 E. Sammy Baugh
 Rotan, TX 79546
 325-735-2201

Statement

Date

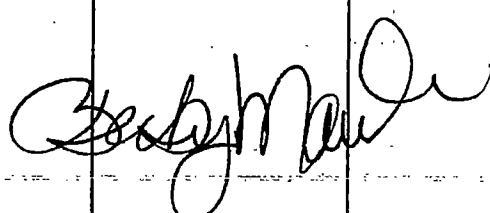
1/25/2019

Account #
 212

FISHER COUNTY PRE.4
 P.O. BOX 430
 ROBY, TX 79543

Amount Due	Amount Enc.
\$41.86	

Detach Here

Date	Transaction	Amount	Balance		
12/28/2018	Balance forward		0.00		
01/10/2019	INV #0190110011. CHARGED FISH0020	16.78	16.78		
01/10/2019	INV #0190110013. CHARGED 1005684	18.08	34.86		
01/10/2019	INV #0190110014. CHARGED 102B720	7.00	41.86		
<p><i>A</i></p> <p>14-614-320</p>					
					
FINANCE CHARGE	CURRENT	1-30 DAYS PAST DUE	31-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	41.86	0.00	0.00	0.00	\$41.86

PAYMENT DUE THE 10TH OF THE FOLLOWING MONTH. A FINANCE CHARGE OF 1.5% WILL BE ADDED TO ALL PAST DUE ACCOUNTS MONTHLY.

ROTAN MOTOR & RADIATOR
103 EAST SAMMY BAUGH AVE.
ROTAN, TX 79546
(325) 735-2201

FISHER COUNTY PRE.4
P.O. BOX 430
ROBY, TX 79543

ACCT # INVOICE # 190110014 01/10/19 TL\$ DUE\$7.00
2016 eng: plate# 102B720 mileage
ADX vin# 3M9K08B80GL082025

M.V. INSPECTION	7.00	Group Total
I2015		7.00
STATE INSPECTION STICKER		

Charged

LABOR 7.00
<< NO TAX >>
TOTAL WORK ORDER 7.00

ROTAN MOTOR & RADIATOR
103 EAST SAMMY BAUGH AVE.
ROTAN, TX 79546
(325) 735-2201

ACCT # **INVOICE # 190110013** **01/10/19** **TL\$ DUE\$18.08**

FISHER COUNTY PRE.4
 P.O. BOX 430
 ROBY, TX 79543

2000 eng: V8-CYL
 FREIGHTLINER vin# 1FUPFSZB7YPB65538
 CLASSIC GREEN

plate# 1005684

mileage

M.V. INSPECTION

18.08 Group Total

L906	2@	4.79	9.58 *BULB
L1156	1@	1.50	1.50 *BULB
Parts Sub-Total			11.08

I2015	1.00hrs @	7.00/hr	7.00
STATE INSPECTION STICKER			

Charged

PARTS	11.08
LABOR	7.00
<< NO TAX >>	
TOTAL WORK ORDER	18.08

ROTAN MOTOR & RADIATOR
103 EAST SAMMY BAUGH AVE.
ROTAN, TX 79546
(325) 735-2201

ACCT # **INVOICE # 190110011** **01/10/19** **TL\$ DUE\$16.78**

FISHER COUNTY PRE.4
 P.O. BOX 430
 ROBY, TX 79543

2013 eng: 11.0L 6
 INTERNATIONAL vin# 1HSHXSHR3DJ294577
 8000

plate# FISH0020

mileage

M.V. INSPECTION

16.78 Group Total

L9007	1@	5.40	5.40 *HEADLAMP
L3157A	1@	3.00	3.00 *BULB
L194NA	1@	1.38	1.38 BULB AMBER
Parts Sub-Total		9.78	

I2015	7.00
STATE INSPECTION STICKER	

Charged

PARTS	9.78
LABOR	7.00
<< NO TAX >>	
TOTAL WORK ORDER	16.78

ROAD IMPROVEMENTS AND MAINTENANCE AGREEMENT

This ROAD IMPROVEMENTS AND MAINTENANCE AGREEMENT (“**Agreement**”) is made and entered into this 11th day of February, 2019 (“**Effective Date**”), between Mesquite Star Special, LLC (“**Developer**”), a Delaware limited liability company with offices at 4900 N. Scottsdale Road, Suite 5000, Scottsdale, AZ 85251 and Fisher County, Texas (“**County**”). Developer and County may be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

1. Developer is developing a wind-powered electric generating facility with an aggregate planned nameplate generating capacity of up to approximately 418.9 MW, located in Fisher County, in the State of Texas (the “**Project**”).
2. The County is responsible for the maintenance of certain roads within Fisher County.
3. In connection with the development, construction, operation, maintenance, repair, decommissioning and/or repowering of the Project, it may be necessary or desirable for Developer and its contractors and subcontractors or designees (“**Developer Parties**”) to: (i) transport heavy equipment and materials over the “**Designated Roads**” as defined in Appendix A hereto (as may be updated from time to time); (ii) transport personnel, equipment, and materials on the Designated Roads; (iii) widen certain of the Designated Roads and make certain modifications and improvements (both temporary and permanent) thereto to permit such equipment and materials to adequately and safely pass; and (iv) place certain electrical cables and related equipment for the Project adjacent to, or under, or across certain of the Designated Roads for the purposes of the collection, distribution, and transmission of electricity to and from, and between and among various parts of the Project.
4. The County and Developer wish to enter into an agreement for the repair, and improvement of the Designated Roads, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth below:

“**County Designee**” means the Commissioner of Precinct 4 as designated herein pursuant to Section 4.3.

“**Current Improvements**” means the Improvements set forth in the Plans.

“**Developer Representative**” means the person designated by Developer pursuant to Section 9.13 or any successor to such person as Developer may from time to time in accordance with Section 9.13.

“**Electrical/Communications Installation**” means the routing, construction, and installation, above or below ground, at a location adjacent to, under, or across certain roads, as currently reflected in the Plans and, to the extent provided, as may be further identified or described on Appendix B, of certain wires, cables, conduits, and/or lines (and their associated equipment) related to the collection, distribution, or transmission of the Project(s) (i) electrical power output at a voltage of up to 345 kV and (ii) construction, maintenance, and operation related data.

“**Future Improvements**” means Improvements not included in the Plans as Current Improvements which Developer may determine to be necessary or desirable for the development, construction, operation, maintenance, repair, decommissioning and/or repowering of the Project from time to time and which are approved by the County in accordance with Section 2.3.

“**Improvements**” means improvements and upgrades to existing roads, including, without limitation, any grading and addition of road materials, to facilitate use by equipment and/or large and/or heavy vehicles for travel thereon and ingress and egress for wide turning radii, including modification or improvement to any ditch, culvert, wall, fence, guardrail, curb, pavement marking, traffic control device, illumination device, mailbox or barrier adjacent to or in, along or on a road, or any construction, obstruction, erection or any situation, arrangement or disposition of any earth, rock, tree or other material or thing adjacent to or in, along or on a road that is not on the traveled portion of the road.

“**Initial Evaluation**” means a preconstruction evaluation for all Designated Roads which will include current conditions and recommendations for the modifications that will be necessary for the required Current Improvements. In addition, the County will provide Developer, if available, with copies of any plans, cross-sections and specifications relevant to the Designated Roads.

“**Permitted Collateral Assignee**” means a lender or other creditor, or their agent or trustee, which lender or other creditor provides financing or other credit to Developer or its affiliates in

connection with the development, construction, operation maintenance and/or repowering of the Project.

“Plans” means the Plans described on Appendix B, as the same are revised and finalized in accordance with the terms of this Agreement.

ARTICLE II

IMPROVEMENTS AND MODIFICATIONS TO DESIGNATED ROADS

2.1 General. Developer shall complete Improvements in accordance with this Article II. Developer shall not be required to complete any Improvement or modification, or perform any road work, that is not required by this Article II, or in the case of repairs, by Section 3.1, or that is expressly excluded from Developer's scope of work in Appendix A or in the Plans unless such Improvement, modification, or work is required by applicable law.

2.2 Current Improvements. Developer shall complete Current Improvements to certain Designated Roads prior to/and/or during the construction of the Project and in accordance with Appendix A and the Plans. The County acknowledges that it has received from Developer, and is satisfied with and approves the Plans. The Parties agree and acknowledge as follows:

(a) that such Plans as set out in Appendix B are nearly complete and shall be revised so as to finalize them and take into account any need for changes as the Plans are finalized and conditions of the Designated Roads and Developer's construction plans change or become better known;

(b) that it is, nevertheless, the Parties' intention that the Current Improvements be similar to the Current Improvements described on the Plans discussed and approved to date;

(c) that the Parties shall consult and cooperate reasonably so as to permit the County's review and approval of final (100% complete) Plans in a timely manner to not disrupt or delay Developer's construction schedule;

(d) Developer may make changes to the Plans, with the consent of the County, and in no way is obligated to complete such Current Improvements if deemed unnecessary by Developer; and

(e) Under no circumstances will any Improvement executed by Developer provide for any road build-up without approval by County Designee.

2.3 Future Improvements. After completion of the construction of the Project and for so long as the Project has not permanently ceased commercial operation, Developer may elect to perform Future Improvements; provided, however, that such Future Improvements shall be subject to the County's customary review and permitting processes, if any, pursuant to statutory

and regulatory authority, and in any case, processes applied consistently and in a fashion that treats Developer in a manner similar to other industrial users of County roads.

2.4 County Jurisdiction and Rights. Nothing in this Article II or this Agreement shall be construed as limiting or abrogating the County's jurisdiction or duties under Title 6, Subtitle C et seq; and Title 7, Subtitle C et seq. of the Texas Transportation Code and other applicable law concerning the construction, maintenance, and repair of highways and bridges within the County. The County represents and warrants to Developer that the County to the best of County's knowledge, has authority over and controls the use, maintenance and repair of the Designated Roads under applicable laws and owns fee title, easement interests or perfected prescriptive rights under applicable law to the Designated Roads. To the extent such information is readily available without extensive research of County records, Appendix A includes for each Designated Road the total usable width. For any Designated Roads for which such information on usable width is not readily available, County and Developer agree to cooperate and work together in good faith to determine the width of such Designated Roads and, if and to the extent determined, amend this Agreement to incorporate the width as provided in the preceding sentence on a revised version of Appendix A to be attached to such amendment.

ARTICLE III

REPAIR AND MAINTENANCE OF DESIGNATED ROADS

3.1 Repair of Designated Roads. Developer shall be responsible for repairs to Designated Roads or any other road maintained by County of damage, if any, caused by Developer Parties. Developer shall notify the County of damage caused by Developer Parties, and of any other damage noted by Developer, to the Designated Roads or any other road maintained by County and request the County's authorization to conduct repairs for which Developer is responsible pursuant to this Section 3.1. In addition, County may notify Developer of damage noted caused by Developer to the Designated Roads or any other road maintained by County and Developer is responsible to conduct repairs pursuant to this Section 3.1. For the avoidance of doubt, Developer shall not be responsible for, or required to Repair, any damage to a County public road that is not caused by a Developer Party, or any Repair of damage that results from a pre-existing condition that made or makes the Designated Road or any other road maintained by County or appurtenance inadequate for, or that would cause it to fail under, normal use, unless Developer's actions cause a degradation or damage to such Designated Road. Developer shall provide the County with reasonable details as to the nature, scope, and schedule of repairs of damage to Designated Roads or any other road maintained by County that Developer desires to perform, and unless the County notifies Developer in writing that substantial County interests would not be properly served by allowing Developer to make such repairs, the Parties shall agree upon the manner in which Developer may proceed with such repairs. If the Parties cannot so

agree within a reasonable period, taking into account public safety, public inconvenience and Developer's construction schedule, the County shall perform the repairs in a timely fashion, in accordance with the County's standard practices for road repairs and otherwise having due regard for safety, prevailing and predicted weather conditions and the existence of any emergency conditions. Prior to the commencement of a Repair, whether by Developer or by the County, the Developer Representative and the County Designee shall, in response to a request by either Party, meet to review the damage in question in relation to any Initial Evaluation or any more recent subsequent evaluation, as applicable, and to discuss the nature, scope, and schedule of repairs. The Parties shall rely upon any available Initial Evaluation or any subsequent similar evaluation, as applicable, as a benchmark by which to determine (i) the condition of Designated Roads or any other road maintained by County prior to commencement of construction of the Project, (ii) whether the subject damage was caused by Developer Parties and (iii) whether a Repair was required and performed in accordance with this Agreement. If the County performs repairs of damage caused by Developer Parties, Developer shall reimburse the County the documented reasonable costs of repairs in accordance with Appendix C. At any time during or after completion of a Repair the Parties shall, upon the request of either Party, promptly conduct a joint inspection of the Repair or the progress thereof to determine that the Repair is being performed in accordance with County standards. Upon completion of repairs performed by the County for which reimbursement is owed by Developer pursuant to this Agreement, but no more often than monthly, the County shall deliver an invoice to Developer in accordance with the invoicing procedures attached hereto as Appendix D. Developer shall pay undisputed invoiced amounts within thirty (30) days after receipt of such invoice. Developer's sole responsibility for repairs is to return Designated Roads to the same or better condition as indicated in the Initial Evaluation, reasonable wear and tear excepted.

3.2 Maintenance of Designated Roads.

(a) Developer shall grade and maintain all non-paved Designated Roads during construction of the Project, including minimizing any significant dust as provided in Section 4.5.

(b) The County shall in a timely fashion and in accordance with the other provisions of this Agreement maintain Designated Roads in accordance with the County's standard practices and frequency as all other county roads for road maintenance, having due regard for safety, prevailing and predicted weather conditions, and the presence of emergency conditions.

3.3 Crane Crossings. The County hereby acknowledges and approves crossing of County roads by Developer Parties with heavy construction equipment, such as but not limited to cranes, during the construction, operation, maintenance, repair and decommissioning of the Project. Developer shall notify the County Designee in advance of any such crossing. Developer will use its commercially reasonable efforts to protect the existing County road from damage during such crossings and shall be responsible for any damages and subsequent repairs in accordance with Section 3.1 and the laws of the United States of America and the State of Texas.

3.4 Failure to Maintain or Repair. With respect to a Designated Road, in the event that the County does not perform maintenance pursuant to county standards and frequency as required by Section 3.2 or does not perform repairs undertaken by the County pursuant to Section 3.1, Developer may request in writing that the County permit Developer to perform such maintenance or Repair, in which case Developer shall also provide the County with reasonable details as to the nature, scope, and schedule thereof. The Parties shall cooperate so as to permit the County to respond promptly to such a request, which the County shall endeavor in good faith to do. If the County Designee does not object to such request within five (5) Business Days (or within two (2) Business Days if exigent circumstances require [e.g., if significant Project maintenance or construction delays might otherwise result]), or if the County Designee grants such request, Developer may perform, or cause to be performed, such maintenance or Repair. If Developer performs such maintenance or Repair, Developer shall complete such maintenance or Repair to standards that are the same as or better than applicable County standards in all material respects and shall cooperate to permit the County to inspect such maintenance and Repair work during and after its performance. The County shall not be required to reimburse or otherwise compensate Developer for performing any such maintenance or Repair. In the event any maintenance or Repair to be performed by the County (including repairs undertaken pursuant to Section 3.1) is not timely performed or interferes with Developer's construction and/or maintenance schedule, Developer shall have the right to utilize alternative routes on public roads as may be required to mitigate any such adverse effect on its schedule, subject to Developer's obligation to repair in accordance with Section 3.1 and the laws of the United States of America and the State of Texas.

ARTICLE IV

USE OF DESIGNATED ROADS

4.1 Use of Designated Roads by Developer. The County hereby acknowledges and agrees that, in connection with the development, construction, operation, maintenance, repair, decommissioning and/or repowering of the Project, Developer Parties may use, non-exclusively, all public County roads. Use of Designated Roads is subject to any policies of the County related to driveways and utilities and the Texas Manual on Uniform Traffic Control Devices (TMUTCD), as well as all applicable state laws. Use of public County roads that are not Designated Roads shall be restricted by all applicable limitations, rules, ordinances and regulations concerning their use, whether federal, state, or those of any other governmental entity or agency having jurisdiction over such roads (together the "**Legal Restrictions**"). Developer Parties may use all Designated Roads at any time of day, seven (7) days a week. Such use may include (but is not limited to) the transportation of personnel, equipment, and materials to and from the Project. Developer Parties use of non-Designated Roads shall be subject to all applicable Legal Restrictions of the County. For the avoidance of doubt, County does not (and cannot) waive any federal or state regulations applicable to the Designated Roads. From time to time, Developer may request that additional roads be included as Designated Roads by (i)

submitting such a request to the County in writing, accompanied by a proposed updated version of Appendix A that includes such additional roads, and (ii) performing an Initial Evaluation on such additional roads. Upon Developer's submission of such a request, the County shall promptly review such request and, unless there exists a material defect in the form of the proposed updated Appendix A or valid reasons why such request should not be granted, upon contemporaneous written request by Developer provide written notice that such request has been granted, whereupon Appendix A shall be deemed automatically amended and restated as such updated version of Appendix A without any further action required by either Party.

4.2 Incidental Use. The Parties recognize that, while Developer does not currently anticipate use of County public roads within Fisher County during construction of the Project other than Designated Roads and certain federal and state highways, Developer Parties may, nevertheless, have its haul trucks make some incidental use of County public roads other than Designated Roads. Developer shall be responsible for all repairs of damage to non-Designated Roads caused by Developer Parties' incidental use, as mutually determined by the Parties pursuant to Section 3.1, and the performance of repairs in accordance with Section 3.1 as if such road had been a Designated Road when such damage occurred.

4.3 County Designee; Commencement of Construction; Construction Period Meetings. County herein designates the Commissioner of Precinct 4 as the County Designee at 112 N. Concho St., Roby, TX 79543, who shall have authority as set out in this Agreement to act on behalf of the County. Developer shall provide to the County Designee two (2) Business Days' prior written notice of the commencement of construction of the Project. Beginning with commencement of construction of the Project, Developer and the County Designee shall meet from time to time upon the reasonable request of either Party to discuss the expected use of the Designated Roads, including the construction schedule and haul routes to be used. Developer shall provide the County Designee five (5) Business Days' prior written notice of the commencement of Improvements or repairs on the Designated Roads.

4.4 Evaluation of Designated Roads. Developer shall conduct an Initial Evaluation of Designated Roads prior to commencement of construction of the Project. If, pursuant to Section 4.1, Developer submits to the County an updated version of Appendix A that designates an additional road as a Designated Road, Developer shall perform an Initial Evaluation with respect to such additional Designated Road. The costs of all Initial Evaluations will be borne by Developer. Evaluations in addition to Initial Evaluations shall be conducted upon mutual agreement of the Parties.

4.5 Fugitive Dust. Developer shall be responsible for control of any significant dust created by Developer Parties. When requested by the County, Developer shall, or shall cause Developer Parties to, use commercially reasonable efforts to minimize any significant dust using water, calcium chloride, or appropriate other commercially available reasonable means in Developer's reasonable discretion.

4.6 Road Closures. Developer shall use reasonable efforts to avoid the temporary closure of any County public road. Nevertheless, Developer shall be permitted to close Designated Roads for such periods as are reasonably necessary in the interest of safety provided that Developer shall have provided the County with twenty-four (24) hours' prior notice of any planned road closure and obtained the County's approval thereof, which approval shall not be withheld except for reasons of public safety or substantial and unavoidable public inconvenience. Notice to the County Designee shall satisfy such requirement, provided that such notice is given by both telephone and either fax or e-mail. No road will be closed without providing an alternate route of travel (to the extent one can be provided). Emergency vehicles must be able to pass through. Temporary road closures necessary to permit the passage of large loads or in connection with the installation of Improvements or repairs are set out in Plans. County approves such temporary road closures provided that Developer shall provide the County with twenty-four (24) hours' prior notice of the planned road closure. Notice to the County Designee shall satisfy such requirement, provided that such notice is given by both telephone and either fax or e-mail. No road will be closed without providing an alternate route of travel (to the extent one can be provided) and emergency vehicles shall be able to pass through. Developer shall provide to County signage for all road closures, work zones, and other reasonable purposes related to this Agreement as may be required by County.

ARTICLE V

TERM; DEFAULT AND REMEDIES

5.1 Term of Agreement. The term of this Agreement shall be from the Effective Date until Developer notifies the County in writing that the Project has achieved completion, unless either Party terminates this Agreement as herein provided. Notwithstanding anything herein to the contrary, the following provisions of this Agreement shall survive its termination or expiration for so long as the Project has not permanently ceased commercial operation or is undergoing decommission: (i) Section 3.2 and Section 3.4, (ii) the right of Developer Parties under Article II (but not any obligation) to perform Future Improvements, (iii) Article III repairs (iv) this Article V, and (v) Article VIII and Article IX. Should Developer Parties undertake Future Improvements, this entire Agreement will be in full force and effect.

Nothing herein should be construed as creation of a debt by the County. County's obligations herein are only to the extent that monies are or will be appropriated in the County's budget, at the sole discretion of County.

5.2 Remedies Upon Default. Whenever an event of default shall have occurred in the performance or observance of the obligations, agreements, or covenants of this Agreement by a Party (the "**Defaulting Party**"), the Party not in default (the "**Non-Defaulting Party**") shall provide notice and reasonable opportunity to cure to the Defaulting Party, and if Developer is the Defaulting Party, notice shall also be provided to any Permitted Collateral Assignee (provided

that notice of the name and address of such Permitted Collateral Assignee has been provided to the County). If such event of default is not cured, the Non-Defaulting Party shall have the right to take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce the performance or observance of any obligations, agreements, or covenants of the Defaulting Party under this Agreement.

5.3 Remedies Cumulative. The rights and remedies of the County under this Agreement shall be cumulative and shall not exclude any other rights or remedies the County may have at law or in equity with respect to any event of default under this Agreement, if such event of default is not cured after notice and opportunity to cure pursuant to Section 5.2.

5.4 Disputes. If a dispute arises under this Agreement, any Party may commence a proceeding at law or in equity to resolve such dispute.

ARTICLE VI

FORCE MAJEURE EVENT

6.1 Applicability of a Force Majeure Event. No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that:

(a) the affected Party shall give the other Party written notice describing the particulars of the occurrence, with written notice given promptly after the occurrence of the event, and in no event more than five (5) Business Days after the affected Party becomes aware that such occurrence is a Force Majeure Event; *provided*, however, that any failure of the affected Party to provide such written notice within such five (5) Business Day period shall not waive, prejudice, or otherwise affect such Party's right to relief under this Article VI;

(b) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event;

(c) the Party whose performance is delayed or prevented will proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance; and

(d) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party will give the other Party written notice to that effect.

ARTICLE VII

PERMITTING AND LAND RIGHTS

7.1 Review, Approval and Permitting. Except as expressly set forth in Section 2.2, Section 2.3, and Section 7.2, the County represents that the County has fully and completely reviewed and approved the Plans (as provided to the County as of the Effective Date) and authorizes and approves (i) Developer's use, maintenance and upgrading of and Improvements to the Designated Roads, (ii) the Electrical/Communications Installation, and (iii) technical plans for all of the foregoing, as described in this Agreement and the Plans.

7.2 Land Rights. Subject to the terms and conditions of this Agreement, the Parties acknowledge that Developer Parties may require certain private land rights in order to conduct repairs or complete Improvements to Designated Roads, complete the Electrical/Communications Installation, or access private lands necessary for any of the foregoing. The Parties acknowledge that the County grants no authority to Developer with regard to private land rights.

7.3 Review and Inspection. Upon request by Developer, the County Designee shall review plans for any repairs or Improvements proposed by Developer with respect to the Designated Roads, and inspect repairs or Improvements completed by Developer on the Designated Roads, under this Agreement for compliance with County specifications and right-of-way for easement restrictions. If the County Designee is able to confirm such compliance, the County Designee shall promptly so notify Developer in writing. On termination of this Agreement, the County Designee shall provide an acknowledgement and release that Developer has performed its obligations under this Agreement (except as may apply to road repair during decommissioning) and that Developer is released from any and all ongoing maintenance activities on the Designated Roads. Developer parties will continue to be responsible for any damages caused by Developer Parties to Designated Roads. County Designee will be allowed to inspect at his discretion road Improvements at its various construction stages. Developer will cooperate with County Designees to ensure any necessary reporting of Improvement progress and access to Improvements. This Section is subject to Section 5.1.

ARTICLE VIII

INDEMNITY, INSURANCE AND BONDS

8.1 Indemnity. To the fullest extent permitted by law, Developer, its affiliates and assignees shall indemnify and hold harmless the County, and the affiliates, members, investors, and partners of County, and its and their respective directors, members, officers, and employees, from and against all Losses, including but not limited to attorney fees, to the extent that such Losses may be caused by or arise out of performance of work upon County roads by Developer pursuant to this Agreement or result from any breach of any representation or warranty made in this Agreement by Developer.

8.2 Insurance. Improvements and/or repairs shall not be commenced by Developer until certificates evidencing the insurance coverage herein required have been provided to the County. Developer, at its expense, shall purchase and maintain in force at all times during the term of this Contract the insurance with limits not less than indicated below. No policy shall contain any exclusion for explosion, collapse, or underground coverage.

A. Commercial General Liability:

Bodily Injury / Property Damage

Each	Annual Occurrence:
Aggregate:	
\$1,000,000	\$2,000,000

At the option of Developer, (i) a designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided or (ii) a blanket policy covering Developer or its parent company or affiliates, as applicable, that applies to all projects Developer or its parent company or affiliates. Fisher County is to be named as additional insured and a waiver of subrogation is required for this policy.

B. Automobile Liability Covering:

Owned Automobiles / Non-owned Automobiles including Hired Automobiles

will be covered by Developers insurance covering the entire fleet. Additionally, Developer shall cause each independent contractor to provide evidence of insurance consistent with this paragraph B for all applicable vehicles that such independent contractor will utilize on the job site. Only those vehicles that are insured under Developer's and independent contractor's insurance, as evidenced by their Certificate of Insurance (as Developer's entire fleet) or as insurance by the applicable independent contractors are permitted at the job site.

Bodily Injury I Property Damage
Per Occurrence
\$1,000,000

Fisher County is to be named as additional insured and a waiver of subrogation is required for this policy.

C. Umbrella (excess liability policy) or additional limits on foregoing risks \$1,000,000.00. Developer shall maintain an AEGIS claims-made excess-liability policy, which shall not contain exclusions broader than those of the underlying policies. If the claims-made insurance is terminated for any reason, Developer agrees to purchase an extended reporting provision (trail coverage) of at least three years to report claims arising from work that is being performed, or in alternative, purchase "prior acts" coverage from the successor insurer with a retroactive date that precedes the date on which work was first performed by Developer.

- D. Workers Compensation Insurance Certificate
Employer's Liability Coverage Limit: \$500,000.

A waiver of subrogation is required for this policy.

All insurance must be written by insurance companies which are rated in the A.M. Best Rating Guide -Property & Casualty with a policyholder's rating of A, and a financial size category of Class VII.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions in such state. Venue by agreement of the parties shall be in a court of competent jurisdiction in Fisher County, Texas.

9.2 Compliance with Law. Developer agrees that all repairs, Improvements, and the Electrical/Communications Installation shall comply with all applicable laws.

9.3 Amendments and Integration. This Agreement (including Appendices) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as described in Section 4.1 of this Agreement, this Agreement may be amended only by a written agreement signed by the Parties.

9.4 Assignment.

(a) Except as provided in subsections (b), (c), and (d) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the County, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Developer pursuant to this Agreement.

(b) Developer may, without the consent of the County, assign this Agreement or any or all of its rights, interests, or obligations under this Agreement; provided, that such assignment shall be in connection with the conveyance or lease of the Project and Developer's assignee

agrees in writing to be bound by the terms of this Agreement. Upon assignment pursuant to this subsection (b), and with no further action by Developer or the County, Developer shall be released from all liability for and obligations under this Agreement.

(c) Developer may, without the consent of the County, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to a Permitted Collateral Assignee. In connection with any such collateral assignment to a Permitted Collateral Assignee, the County shall, upon the request of Developer, deliver to Developer and the Permitted Collateral Assignee without delay a consent agreement and/or an opinion of counsel in a form reasonably requested by Developer and the Permitted Collateral Assignee and which shall contain customary provisions.

(d) Developer may, without the consent of the County, assign this Agreement or any or all of its rights, interests, and obligations under this Agreement to any corporation, partnership, limited liability company, or other business entity that acquires all or substantially all of the assets used in connection with the Project; provided, in each case, that such Developer assignee agrees in writing to be bound by the terms of this Agreement. Following any such assignment, and with no further action by Developer or the County, Developer shall be released from all liability for and obligations under this Agreement. Notwithstanding anything contained herein, acquisition of all or a portion of the membership interests in Developer shall not constitute an assignment of this Agreement.

9.5 Notices. All notices, requests, demands, and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person or by electronic mail (email) or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by email shall be acknowledged by return email within twenty-four (24) hours (excluding Saturdays, Sundays, and public holidays), with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section 10.5. All such notices, requests, demands, and other communications shall be deemed to have been received by the addressee, as follows: if by first class certified mail, three (3) days following mailing; if by facsimile, immediately following transmission; or if by personal delivery, upon such delivery. All such notices, requests, demands, and other communications shall be sent to the following addresses:

To Developer:

Mesquite Star Special, LLC
4900 N. Scottsdale Road, Suite 5000
Scottsdale, AZ 85251
Attn: Asset Manager

Mesquite Star Special, LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel

To the County:

Fisher County, Texas
PO Box 306
112 N. Concho St.
Roby, TX 79543

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

9.6 Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof, nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

9.7 Nature of Relationship. The status of Developer under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, each Party and its officers, agents, employees, representatives, and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, or servants of the other Party. Each Party accepts full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability, or other coverage required by law. Notwithstanding the foregoing, it is not the Parties' intention to establish a relationship whereby the County is, and notwithstanding anything to the contrary in this Agreement the County shall not be, a contractor of Developer with respect to repairs.

9.8 Severability. In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be impaired, invalidated, or otherwise affected and shall remain in full force and effect.

9.9 Headings and Construction. The section headings in this Agreement (including its title) are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they

and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole, and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices and Attachments referenced in this Agreement are incorporated in and form a part of this Agreement.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9.11 No Third Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.

9.12 Representative of Developer. The Developer Representative shall act as the manager and coordinator of this Agreement on Developer's behalf and as liaison for Developer's communications with the County and the County Designee. The initial Developer Representative shall be Tim Kannmacher. Developer may designate a successor Developer Representative from time to time by notice to the County in accordance with Section 9.5.

9.13 Safety. Developer shall perform the work hereunder in a safe manner and shall obey all safety requirements of the County, and all applicable federal, state, and County laws, rules, and regulations, that may be established from time to time. While work is being done on a Designated Road, Developer shall cause Developer Parties to (i) place signs stating that people and vehicles are entering a construction area and (ii) identify certain hazards that may be present on the Designated Road. Developer also agrees to cause Developer Parties to provide traffic control on the Designated Roads when such roads are blocked during their use by Developer or Developer Parties under this Agreement. All traffic control devices and signage associated with Road construction shall comply with the Manual on Uniform Traffic Control Devices.

9.14 Cooperation. Notwithstanding anything contained herein to the contrary, County agrees to reasonably cooperate with Developer's reasonable use of all County roads for the operation and maintenance of the Project.

9.15 Extraordinary Events. The Parties acknowledge that, during the expected life of the Project, circumstances may arise which will make it necessary or advisable for Developer to replace major turbine components or make other repairs to turbines or other heavy or bulky equipment beyond ordinary maintenance and that transportation of such components or equipment on or across Designated Roads may be necessary. The Parties agree that, if Developer determines that such circumstances have occurred, Developer will give advance written notice of

the intended transportation plans to the County, and the Parties shall work together cooperatively in good faith to control such factors as: unreasonable costs for Developer; delays in transportation; inconvenience to Developer, the County government, the traveling public, and nearby residents; and risks to public safety. Any damages caused by Developer Parties in the event of such circumstances shall be repaired or paid for by said Developer Party.

[signature page(s) follow]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Road Improvements and Maintenance Agreement effective as of the date first above written.

FISHER COUNTY

By: _____

Name: Ken Holt

Title: County Judge

ATTEST:

J. Thomas

Fisher County Clerk



MESQUITE STAR SPECIAL, LLC

By: _____

Name: _____

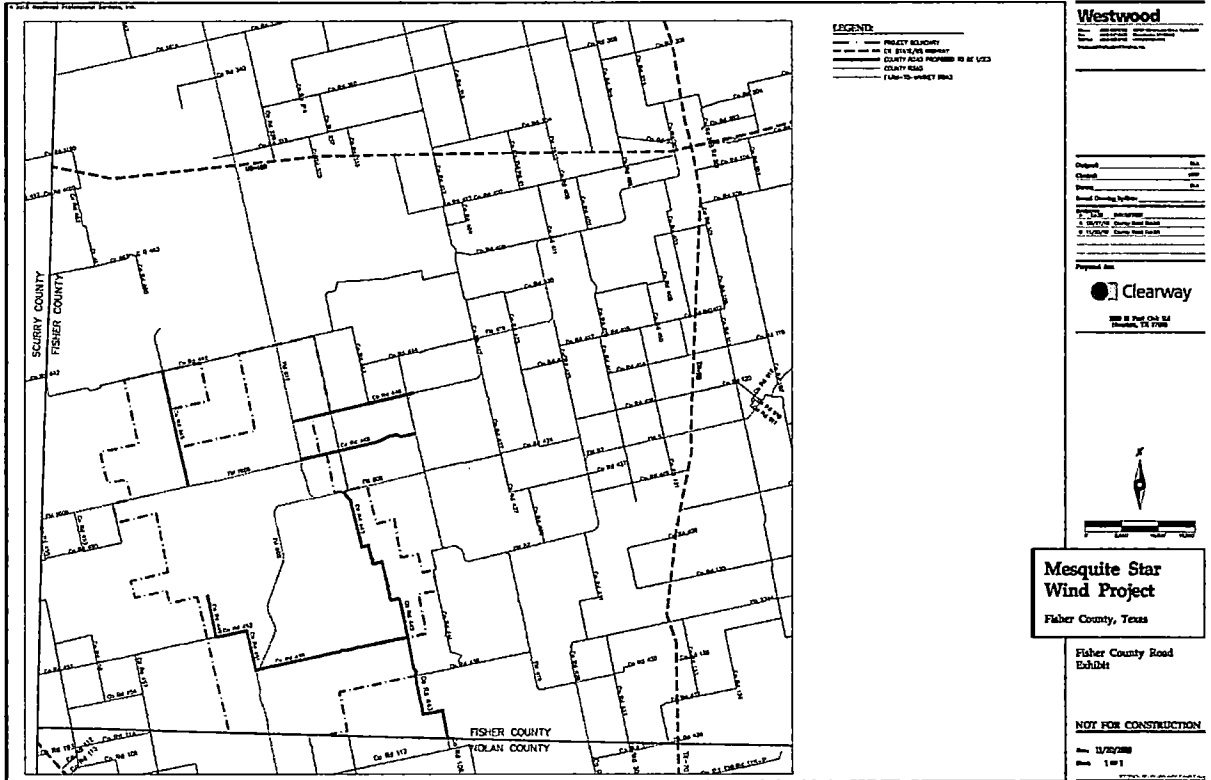
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Signature Page

APPENDIX A

DESIGNATED ROADS

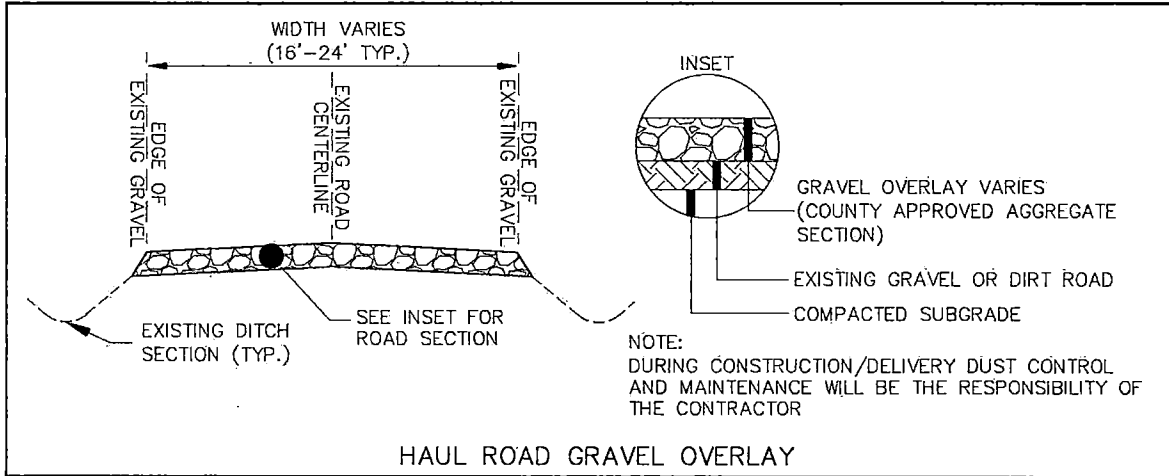
Designated Roads are depicted on the following pages. No other roads are Designated Roads. State highway(s) may be depicted. Nevertheless, State Highway(s) are not Designated Roads and are not subject to the Agreement.



APPENDIX B

Plans

Typical Section:



APPENDIX C

REIMBURSEMENT RATES

Labor: Actual labor rate including benefits.

Equipment: With respect to equipment used in making repairs, the County shall be compensated for the use of such equipment at the rates set out in the then-current "Rental Rate Blue Book (Equipment Cost Recovery)", as published by Equipment Watch. Where such rates are stated in monthly terms, such rate shall be prorated to and billed as an hourly rate, where one month equals 176 hours.

Materials: With respect to materials used in making repairs, the County shall be reimbursed for the expense of such materials at actual, reasonable, out-of-pocket cost (without mark-up).

APPENDIX D

INVOICING PROCEDURES

The County shall invoice Developer in accordance with the invoicing procedures set out below. Invoices shall:

- Identify the invoice as relating to the Agreement for Road Use, Repair, and Improvements, including the Effective Date, between Mesquite Star Special, LLC and Fisher County, Texas.
- Set out an itemization of the repairs made and their location, in each case in such detail and with such supporting documentation as are reasonable to permit Developer to verify the invoiced amounts.
- Be addressed to Developer address set out in the Agreement's notice provision, to the attention of Project Controls.

AIRPORT LEASE AGREEMENT

STATE OF TEXAS)

) **KNOW ALL PERSONS BY THESE PRESENTS:**

CITY/COUNTY OF FISHER)

This lease is entered into this _____ day of _____, 20__, between the City/County of _____, hereinafter referred to as the "Lessor" and is the owner of the _____ Airport, hereinafter referred to as "Airport" and _____ (a corporation, partnership, or sole proprietor), hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

NOW THEREFORE, in consideration of the terms, considerations, and privileges listed herein, Lessor and Lessee covenant and agree as follows:

Section 1. Leased Area

A. Land – Lessor does hereby lease to Lessee approximately _____ sq. ft. of land more particularly described as follows:

and as shown on the "Plat of Land" which is attached hereto and incorporated herein, and hereinafter referred to as the "Land" and located on the Airport. Lessee hereby leases the said Land from the Lessor subject to the terms, considerations, and privileges stated herein.

B. Hangar/Building/Office – Lessor does hereby lease to Lessee Hangar/T-hangar/Building/Office No. _____ more particularly described as follows:

and as shown on "Plat/Description of Hangar/Building/Office" which is attached hereto and incorporated herein, all hereafter referred to as the "Hangar/Building/Office" and

located on the Airport. Lessee hereby leases the said Hangar/Building/Office from Lessor subject to the terms, considerations, and privileges stated herein.

Section 2. Term

This lease shall be for the term of ____ years, commencing on the ____ day of _____, 20__ and ending on the ____ day of _____, 20__. Thereafter, this lease may be renewed for a subsequent one (1) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding lease term and upon mutual and written agreement by Lessor.

Section 3. Consideration

A. In consideration for the lease of the Land/ Hangar/Pad/Easement referenced herein, the following amounts payable annually or monthly in advance, fixed by Lessor Commissioner's Court. Lessor reserves the right to review the following rates annually, giving the Lessee notice of any rate changes at least thirty (30) days prior to the effective date of any such rate change.

Pad Only - \$600.00 per year

Hangar # ____ - \$1000.00 per year

Easement -\$180.00 per year

B. Lessee hereby agrees to pay _____ (yearly) the sum of \$ _____. The first year's payment to be made in advance. Thereafter, all future payments shall be made on or before the 1st day of January for any additional years of this contract plus any extensions thereto.

C. All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the County of Fisher, Texas by mail or delivery.

D. In the event Lessee fails to remit any payments when the same are due, a late fee of \$25.00 per month (or the maximum amount chargeable by law, whichever is lesser) shall be charged by Lessor beginning on the tenth (10th) day after the date the payment is due. In the event Lessee shall become delinquent for more than 60 days, this lease may be terminated by Lessor as further defined in Section 7. – Termination.

E. Lessor retains the right to enter and inspect any premises on the airport at any time without warning. Lessee will provide Lessor a key or combination to any lock placed on any structure or part of a structure on airport premises. If at any time the Lessor attempts to enter premises and the Lessee fails to provide a key or combination to any lock placed on any structure or part of structure on airport premises, said lock will be destroyed and replaced at Lessee's expense.

F. Lessee agrees that he will at all times keep the premises of the Land/Hangar/Pad/Easement, including the inside and the outside of the Land/Hangar/Pad/Easement clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and recommendations of the

Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/ Hangar/Pad/Easement clean and free of hazards, Lessor may, after five (5) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

G. Taxes, Fees, Insurance, and Bond – Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of at least \$250,000.00. Lessee shall be bonded in the amount of \$250,000.00 with Lessor listed as beneficiary in the event of damage to the Airport for which Lessee is liable and cannot or will not rectify. Certificates of such required insurance and bond shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have prior written approval of Lessor.

Section 4. Permitted Use

- A. Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- B. Lessee may park his and/or his passenger's privately-owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.

Section 5. Restricted Use

- A. Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- B. Lessee agrees that he will not store or permit the storage of any fuel or hazardous,

volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in Section 4.c. without the written consent of Lessor.

- C. Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- D. Lessee agrees to have a sufficient number of fire extinguishers of acceptable size and amount in compliance with all local, state, and federal laws and assessments . Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- E. Lessee agrees not to make any additions or modifications to the Land/Hangar/Building/Office unless agreed upon by both parties in writing. In event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this lease, shall become the property of the Lessor.
- F. Lessee agrees that he will not operate any nonaviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such nonaviation related business or activity must be so established by a separate contract.

Section 6. Sublease, Assignment, or Sale

The Manager shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Sponsor, for the Sponsor to immediately terminate this contract agreement.

Section 7. Termination

A. This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Should Lessee be declared bankrupt, incompetent, or become deceased, this contract agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for sixty (60) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

B. Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.

C. This contract may be prematurely terminated by mutual agreement and consent of

both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract, except as contained in paragraph 7.D. hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

D. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

Section 7. Hold Harmless

Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees. This indemnity agreement shall apply and protect Lessor and its agents, servants, and employees even though it be contended, or even established, that said Lessor or its agents, servants, or employees were negligent or that their conduct or omission in any way caused or contributed to any such liability, expense, cause of action, damage, and/or attorney's fees.

Section 8. Maintenance of Landing Area

Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the appropriate governmental agencies, including, but not limited to, the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this lease to continue operating the Airport as an airport and may close the Airport at any time and at its own discretion. Such closure shall immediately void this contract and no damages or monies, or other compensation will be owed to the Lessee by Lessor.

Section 3. Exclusions

- A. This contract agreement embraces the entire lease agreement of the parties mentioned herein pertaining to the Land/Hangar/Building/Office and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the Land/Building/Hangar/Office, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
- B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.
- C. The "Section" captions and headings are inserted solely for the convenience of reference

and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

- D. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party, except that Lessor is acting on behalf of the County of Fisher.
- E. This contract agreement shall be governed by the laws of the State of Texas and construed thereunder, and venue of any action brought under this contract agreement shall be in Fisher County, Texas.
- F. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end, the provisions of this contract agreement are declared to be severable.

EXECUTED this _____ day of _____, 20__.

Lessor:

Lessee:

Fisher County Judge

Lessee Signature

Lessor Address: PO Box 306
Roby, TX 79543

Lessee Address: _____

Lessor Phone #: 325-776-2151

Lessee Phone #: _____



Governing Authority Resolution Governmental Entity

Country, Territory or Nation of USA
State or Province of Texas
County of Fisher

On the 11th day of February, year 2019, at a meeting of the Governing Authority of Fisher County Commissioners Court, a Texas Local Governmental Entity, held in the City of Roby, Fisher County or Parish, and in the State or Province of Texas, with a quorum of the Governing Authority present,

It was duly moved and seconded that the following Resolution be adopted:

BE IT RESOLVED that the Governing Authority of the above Local Governmental Entity does hereby authorize

[name and title of individual(s)] Ren, Holt, Fisher County Judge

and his/her/their successors to negotiate, on terms and conditions that he/she/they may deem advisable, a contract or contracts with the Health and Human Services Commission (HHSC), and to execute the contract or contracts on behalf of the Local Governmental Entity, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend, renew or request closure of the contract. Although the authority of the successors is binding on this Entity, it is acknowledged that this Entity must specifically authorize another party by name in a resolution within 30 days of the change in authorization, or when specifically required by HHSC, whichever is sooner.

The above resolution was passed in accordance with the Governing Documents of this Entity and the laws of the State of Texas. The term Local Government means a county, city, town, special purpose district and any other political subdivision of the State of Texas.

This Entity is authorized by Texas Statute in (check one):

[X] the Texas Local Government Code; [] Texas statute (specify)
or [] by federal or another state's statute (specify)

This Entity is a (check one): [] Local [] Hospital District or Authority
[X] County [] Council of Government
[] State [] Other (specify)

I certify that the above and foregoing constitute a true and correct copy of a part of the minutes of a meeting of the Governing

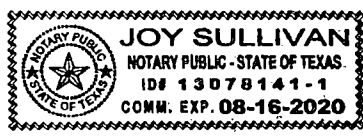
Authority of Fisher County Commissioners Court
held on the 11th day of February, year 2019.

Signature of Ren Holt, County Judge
Printed Name and title

Subscribed and sworn to (or affirmed) before me on this 11th day of February, year 2019

Signature - Notary Public of Joy Sullivan
Printed Name of Notary and Jurisdiction

My commission expires 8/16/2020



Racial Profiling Report | Full report

Agency Name:	Fisher County Sheriff's Office
Reporting Date:	02/05/2019
TCOLE Agency Number:	151100
Chief Administrator:	Sheriff Allan Arnwine
Agency Contact Information:	
Phone:	325-776-2273
Email:	N/A
Mailing Address:	PO Box 370

This Agency filed a full report

Fisher County Sheriff's Office has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the Fisher County Sheriff's Office from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Fisher County Sheriff's Office if the individual believes that a peace officer employed by the Fisher County Sheriff's Office has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Fisher County Sheriff's Office who, after an investigation, is shown to have engaged in racial profiling in violation of the Fisher County Sheriff's Office's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Sheriff Allan Arnwine

Chief Administrator

Fisher County Sheriff's Office

Date: 02/05/2019

Fisher County Sheriff's Office Motor Vehicle Racial Profiling Information

Total stops: 373

Gender

Female: 109

Male: 264

Race or ethnicity

Black: 21

Asian/Pacific Islander: 0

White: 252

Hispanic/Latino: 98

Alaska Native/American Indian: 2

Was race or ethnicity known prior to stop?

Yes: 7

No: 366

Reason for stop?

Violation of law: 264

Pre existing knowledge: 2

Moving traffic violation: 83

Vehicle traffic violation: 24

Street address or approximate location of the stop

City street: 92

US highway: 258

State highway: 0

County road: 4

Private property or other: 19

Was a search conducted?

Yes: 5

No: 368

Reason for Search?

Consent: 5

Inventory: 0

Incident to arrest: 0

Was Contraband discovered?

Yes: 0

No: 373

Description of contraband

Drugs: 0

Currency: 0

Weapons: 0

Alcohol: 0

Stolen property: 0

Other: 0

Result of the stop

Verbal warning: 128

Written warning: 194

Citation: 51

Written warning and arrest: 0

Citation and arrest: 0

Arrest: 0

Arrest based on

Violation of Penal Code: 0

Violation of Traffic Law: 0

Violation of City Ordinance: 0

Outstanding Warrant 0

Was physical force resulting in bodily injury used during stop

Yes: 0

No: 373

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profile Report

32ND JUDICIAL DISTRICT ATTORNEY'S OFFICE

01/01/2018 to 12/31/2018

Number of motor vehicle stops:

1. 450 citation only
2. 10 arrest only
3. 8 both

4. 468 **Total**

Race or Ethnicity:

5. 46 African
6. 8 Asian
7. 213 Caucasian
8. 198 Hispanic
9. 2 Middle Eastern
10. 1 Native American

11. 468 **Total**

Race or Ethnicity known prior to stop?

12. 52 Yes
13. 416 No

14. 468 **Total**

Search conducted:

15. 78 Yes
16. 390 No

17. 468 **Total**

Was search consented?

18. 63 Yes
19. 15 No
20. 78 **Total Must equal #15**

Agency Racial Profiling Information

1/1/2018 - 12/31/2018

32ND JUDICIAL DISTRICT ATTORNEY'S OFFICE

Total stops: 468

1. Gender

CCP 2.133(b)(1)(a)

1.1 Female:	91
1.2 Male:	377
1.3 Unknown:	0

Total: 468

2. Race or ethnicity

CCP 2.132(a)(3), 2.132(b)(6)(A), 2.133(b)(1)(B)

2.1 Black:	46
2.2 Asian/Pacific Islander:	8
2.3 White:	215
2.4 Hispanic/Latino:	198
2.5 Alaska Native/American Indian:	1
2.6 Unknown:	0

Total: 468

3. Was race or ethnicity known prior to stop?

CCP 2.132(b)(6)(C)

3.1 Yes:	52
3.2 No:	416

Total: 468

4. Reason for stop?

CCP 2.132(b)(6)(F), 2.133(b)(2)

4.1 Violation of law:	5
4.2 Pre existing knowledge:	4
4.3 Moving traffic violation:	266
4.4 Vehicle traffic violation:	193
4.5 Unknown:	0

Total: 468

5. Street address or approximate location of the stop

CCP 2.132(b)(6)(E), 2.133(b)(7)

5.1 City street:	1
5.2 US highway:	467
5.3 County road:	0
5.4 Private property or other:	0
5.5 Unknown:	0

Total: 468

Agency Racial Profiling Information

1/1/2018 - 12/31/2018

32ND JUDICIAL DISTRICT ATTORNEY'S OFFICE

6. Was a search conducted?

CCP 2.132(b)(6)(B), 2.133(b)(3)

6.1 Yes:	<u>78</u>
6.2 No:	<u>390</u>

Total: 468

7. Reason for Search?

7.1 Consent:	<u>63</u>	CCP 2.132(b)(6)(B), 2.133(b)(3)
7.2 Contraband in plain view:	<u>2</u>	CCP 2.133(b)(5)(A)
7.3 Probable cause:	<u>13</u>	CCP 2.133(b)(5)(B)
7.4 Inventory:	<u>0</u>	CCP 2.133(b)(5)(C)
7.5 Incident to arrest:	<u>0</u>	CCP 2.133(b)(5)(C)
7.6 Unknown:	<u>0</u>	

Total: 78

8. Was Contraband discovered?

CCP 2.133(b)(4)

8.1 Yes:	<u>24</u>
8.2 No:	<u>444</u>

Total: 468

9. Description of contraband

CCP 2.133(b)(4)

9.1 Drugs:	<u>19</u>
9.2 Currency:	<u>3</u>
9.3 Weapons:	<u>1</u>
9.4 Alcohol:	<u>0</u>
9.5 Stolen property:	<u>0</u>
9.6 Other:	<u>1</u>
9.7 Unknown:	<u>0</u>

Total: 24

Agency Racial Profiling Information

1/1/2018 - 12/31/2018

32ND JUDICIAL DISTRICT ATTORNEY'S OFFICE

10. Result of the stop

10.1 Verbal warning:	<u>401</u>	CCP 2.133(b)(8)
10.2 Written warning:	<u>2</u>	CCP 2.133(b)(8)
10.3 Citation:	<u>47</u>	CCP 2.133(b)(8)
10.4 Arrest:	<u>18</u>	CCP 2.133(b)(6)
10.5 Use of force resulting in bodily injury:	<u>0</u>	CCP 2.132(b)(6)(D), 2.133(b)(9)
10.6 Unknown:	<u>0</u>	

Total: 468

11. Arrest based on

CCP 2.133(b)(6)

11.1 Violation of Penal Code:	<u>10</u>
11.2 Violation of Traffic Law:	<u>6</u>
11.3 Violation of City Ordinance:	<u>0</u>
11.4 Outstanding Warrant:	<u>1</u>
11.5 Unknown:	<u>1</u>

Total: 18