

STATE OF TEXAS:

COUNTY OF FISHER:

FISHER COUNTY COMMISSIONER COURT MINUTES

Be it remembered that on Monday the 19th day of December 2022 the Commissioners' Court of Fisher County, Texas, convened in Special Session in the Commissioners' Courtroom, Fisher County Courthouse, Roby Texas

Ken Holt, County Judge-Absent Jessika Daniel, Deputy County Clerk

Gordon Pippin, Commissioner #1-Absent 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:

CALL MEETING TO ORDER & ESTABLISH QUORUM – All Present

Order 1-Motion Commissioner Martin, second by Commissioner Stuart to table temporary water line policy. This motion having been put to a vote prevailed, the vote being unanimous.

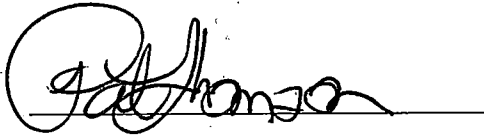
Order 2-Motion by Commissioner Martin, second by Commissioner Stuart to rescind order #8 from April 13, 2020 meeting regarding signing of pipeline agreements not going through Commissioner's Court (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 3-Motion by Commissioner Elrod, second by Commissioner Stuart to approve contractual agreement with the Law Office of Isaac Castro for legal services (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 4-Motion by Commissioner Elrod, second by Commissioner Stuart to adjourn. This motion having been put to vote prevailed, the vote being unanimous.

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 December 19th, 2022



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



**NOTICE OF SPECIAL OPEN MEETING AND
AGENDA COMMISSIONER'S COURT OF FISHER
COUNTY, TEXAS**

Notice is hereby given that a meeting of the Commissioners Court of Fisher County, Texas will be held on Monday, December 19, 2022, at 9:00 a.m. in the 32nd District County Courtroom, Fisher County Courthouse, 112 N. Concho, Roby, Texas, to consider, discuss, pass or adopt such items of business as identified below:

A. CALL TO ORDER

Determination of Quorum
Prayer
Pledge of Allegiance

**B. PUBLIC COMMENTS—PRESENTATIONS OR MISCELLANEOUS REPORTS—
DISCUSSION ITEMS (No vote will be taken on any of these items)**

PUBLIC COMMENT NOTE: Anyone wishing to address the Court during Public Comments is required to register your name on the Clerk's registry prior to the meeting and indicate which item or subject you wish to address. Speakers are limited to THREE (3) minutes maximum, and if there are more than three speakers who wish to address the same item, the Court reserves the right to limit speakers. THE COURT CANNOT DELIBERATE OR ACT ON MATTERS NOT LISTED ON THE AGENDA.

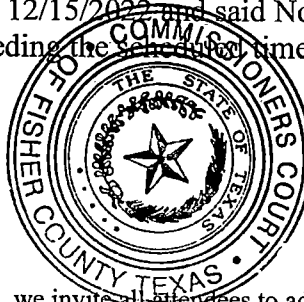
NON-VOTING ITEMS:

C. DELIBERATE/CONSIDER ACTION ON NEW BUSINESS ITEMS:

1. Approve Temporary water line policy/Preston Martin
2. Rescind Order #8 from commissioner's court meeting on April 13-20/Preston Martin
3. Approve contractual agreement for legal services with the Law Office of Isaac M. Castro/Preston Martin

I, Pat Thomson, Fisher County Clerk, do hereby certify that the above Notice of Open Meeting and Agenda of the Commissioners Court is a true and correct copy of said Notice and Agenda, and said Notice and Agenda was posted on the bulletin board of the Fisher County Courthouse, 112 N. Concho Roby, Texas 79543 and a copy was emailed to website administrator for posting to the Fisher County Website at www.fishercounty.org, on 12/15/2022 and said Notice will remain posted continuously for at least 72 hours preceding the scheduled start time of said Meeting.


Pat Thomson
Fisher County Clerk



(In accordance with Title III of the Americans with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request as far as possible in advance of the meeting you wish to attend.)

As authorized by the Texas Government Code, the Commissioners' Court of Fisher County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above as they may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers);

Texas Government Code Section 551.071(2) (Consultation with Attorney when the Attorney's obligations under the Texas Disciplinary Rules of Professional conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code);

Texas Government code Section 551.072 (Deliberations About Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section

551.087 (Economic Development Negotiations).

In the event that the court adjourns into Executive Session, unless otherwise specified on the agenda, the Court will announce any other parties who are authorized to be present during the deliberations in Executive Session and will announce under what section of the Texas Government code the Commissioners Court is using as its authority to enter into Executive Session.

Order 8-Motion by Commissioner Martin, second by Commissioner Elrod to approve policy and procedure on pipeline agreements as not having to be approved in Commissioner Court. The Commissioner that the County Road pertains to can sign agreement along with the County Judge's signature. This will speed up the process as agreements will not have to wait on a Commissioner Court Meeting. This motion having been put to vote prevailed, the vote being unanimous.

Order 9-Motion by Commissioner Martin, second by Commissioner Stuart to approve application for road crossing permit Clear-Fork CR 345 by Caliper Energy Services, Inc with a payment by check #6035 in the amount \$2,250.00 (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 10-Motion by Commissioner Martin, second by Commissioner Stuart to approve application for road crossing permit Clear-Fork CR 320 by Callper Energy Services, Inc with a payment by check #6034 in the amount \$2,250.00 (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 11-Motion by Commissioner Pippin, second by Commissioner Elrod to approve Commissioner Martin to sell motor grader in online auction as surplus equipment. This motion having been put to vote prevailed, the vote being unanimous.

Order 12-Motion by Commissioner Pippin, second by Commissioner Stuart to table discussion of airport runway repairs until next meeting. This motion having been put to vote prevailed, the vote being unanimous.

Order 13-Motion by Commissioner Martin, second by Commissioner Elrod to adjourn. This motion having been put to vote prevailed, the vote being unanimous.

State of Texas:

County of Fisher:

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

13th, 2020

Pat Thomson

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



CONTRACTUAL AGREEMENT FOR LEGAL SERVICES

Fisher County, Texas, acting by and through its Commissioners Court, hereafter called "Client," by execution of this Agreement has this day employed Law Office of Isaac M. Castro, hereinafter called "Attorney," to represent Client in the matter described below:

Any matters requested by the Commissioners Court of Fisher County, Texas.

By execution of this agreement, Client also appoints Attorney as its agent and lawful attorney-in-fact in connection with this matter, and agrees to pay the Attorney's fees and expenses in the amounts and rates specified below:

The rate charged by Attorney is \$300.00 per hour in 1/4 hour increments. The rate may be increased with written notice to Client not less than ninety days prior to the effective date of any increase. In addition to legal fees, Client also agrees to pay all reasonable expenses incurred by Attorney in this matter, including but not limited to, court costs, postage, copies, long distance telephone calls, travel, and filing fees, etc.

Responsibility to provide legal services will be accepted and work will begin when Attorney receives N/A as an advance deposit against the above stated minimum fee and expenses.

Attorney is authorized to employ other persons or firms deemed necessary for the proper handling of this matter, at Client's expense, but shall not obligate Client for any expense in excess of \$500.00 without Client's prior approval.

Unpaid legal fees and expenses, if not paid within thirty (30) days from the statement's date shall accrue interest at the rate of 10.00 percent per annum until paid.

Should the Attorney find it necessary to resort to litigation in order to collect the attorney's fees and expenses owed pursuant to this Agreement, the Client shall be liable for reasonable attorneys' fees, costs, and expenses thereby incurred. Venue for any action shall be in Fisher County, Texas.

Attorney has the right to cease legal work and withdraw from representing the Client and keep all funds received for legal services and expenses if Client does not make payments as requested by Attorney.

No promise or guarantee has been made as to the outcome of this matter.

Client has read this Agreement and agrees to each of the terms and conditions stated in it.

The Texas Lawyer's Creed and Mandatory Client Notification of Grievance are attached.

APPROVED on December 12, 2022.

By: _____
County Judge
Fisher County, Texas

The Texas Lawyer's Creed A Mandate for Professionalism

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

Our Legal System

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

Lawyer to Client

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

Lawyer to Lawyer

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience.

for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

Lawyer and Judge

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and the administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Mandatory client notification of grievance process - Comment

1. The Texas State Bar Act, effective January 1, 2004, requires all attorneys that practice law in Texas to notify their clients of the grievance process. A client may file a grievance against an attorney if the client believes the attorney has committed actionable conduct. The Act requires attorneys to notify clients of the grievance process by one of the four following methods:
 - a. Making grievance brochures prepared by the state bar available at the attorney's place of business. The brochure must be available to the clients.
 - b. Posting a sign prominently displayed in the attorney's place of business describing the process.
 - c. Including the information on a written contract for services with the client.
 - d. Providing the information in a bill for services to the client.

The State Bar Office of Chief Disciplinary Counsel has developed both procedures and model language for all four methods of notifying clients. Attorneys are required to comply with one of the four methods described. They are not required to comply with two or more. Therefore, you would not be required to post a sign and hand out the brochures.

2. The State Bar website provides a grievance process notice containing language that complies with the act. The notice can be printed from the website and posted prominently in your law office, preferably in the reception area.
3. The State Bar suggests that the following notification language may be used in legal services contracts or incorporated in billing statements to clients:

Notice to Clients: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 for more information.

4. The Chief Disciplinary Counsel's Office has prepared a brochure which describes the grievance process. You may order the brochure in limited quantities by calling the toll-free number 1-800-932-1900, or you can download the brochure from the State Bar website. The brochures must also be displayed prominently in your law office. The State Bar recommends the brochures be placed in your reception area.
5. Questions about the public notification requirements should be addressed to Public Notification Questions, Office of the Chief Disciplinary Counsel, State Bar of Texas, P.O. Box 12487, Austin, Texas 78711-2487, or call toll-free 1-800-204-2222.
6. For research information regarding the notification requirement see the Texas Government Code 81.079.
7. Attorneys are also required to keep records of any client solicitation for four years. The attorney is advised to review the appropriate government code section to ascertain that he or she is in compliance.

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APPROVED on December 12, 2022.

County Judge
Fisher County, Texas