

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

Notice is hereby given that a regular meeting of the above-named Commissioners Court will be held on Monday, the 27th of July 2020 at 9:00 A.M., at 101 N. Minter, Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Read and approve minutes of previous meeting.
3. Hospital reports/approve hospital bills.
4. Citizen's Comments.
5. Discuss and take any action on nursing home facilities IGT payment through the QIPP program.
6. Discuss and take any action on the Interlocal Government Agreement with the Helen Farabee Center and give Judge Carrington the authority to sign the agreement.
7. Discuss and take any action regarding the offer of financial or other incentives to Azure Sky Wind, LLC, King Creek Wind Farm LLC and King Creek Wind Farm II, LLC, business prospects that the Commissioners Court seek to have locate in Throckmorton County.
8. Enter closed session under Article 551.071, with the attorney for the County to deliberate the offer of a financial or other incentives to Azure Sky Wind, LLC, King Creek Wind Farm LLC and King Creek Wind Farm II, LLC, business prospects that the Commissioners Court seek to have locate in Throckmorton County and with which the County is conducting economic development negotiations; and for private consultations with the County's attorney where the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Texas Government Code.
9. Exit closed session and take any necessary action regarding closed session agenda item.
10. Elected officials report.
11. Approve and pay bills.
12. Adjourn.

Commissioners Court of Throckmorton County, Texas

Hayley Briles
Agenda Clerk

FILED FOR RECORD
at 0815 o'clock a m

JUL 24 2020
Deanna Moore
CLERK COURT
THROCKMORTON, TX

VOL 27 PG 182

COMMISSIONER'S COURT

Regular Meeting

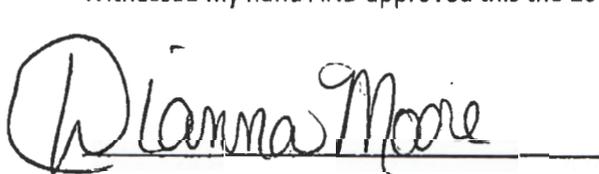
Throckmorton County Commissioners' Court met in Regular Session on Monday the 27th day of July, 2020, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Present: Trey Carrington, County Judge, Casey Wells, Commissioner Pct#1, Kasey Hibbitts, Commissioner Pct#2, Kasey Hibbitts, Lance Sullivan, Commissioner Pct#3, Klay Mitchell, Commissioner Pct#4, Dianna Moore, County Clerk, Brenda Rankin, County Treasurer, Kirby Gober, Jay Cantrell, Wes Jackson, Zach Fitzgerald, Clark Bixler, and Trent McKnight

1. Trey Carrington called meeting to order at 9:05 A.M. and welcomed guest.
2. Dianna Moore read minutes from the previous meeting. Casey Wells made the motion with Klay Mitchell seconding to approve the minutes. Motion carried 5-0.
3. Kirby Gober reported to the Court that the Hospital Board approved bills at the last meeting in the amount of \$30,264.44 and that Amber Myers will be finishing her certification in the lab to take Marilyn Nutt's position when she retires and that Amber signed a 2 year contract with the hospital. Lance Sullivan made the motion with Kasey Hibbitts seconding to approve and pay the bills. Motion carried 5-0.
4. Citizen's Hearing was held. Trent McKnight expressed to the Court that he is not in favor of the wind turbines being brought to the County on King Creek 1. He asked that the court vote against the tax abatement and that if they would, he would make a deal to help with different things throughout the county. If the Court would not vote against it during this meeting, he asked if the Court would consider tabling the decision today and give him the opportunity to discuss with them more about the wind turbines.
5. Lance Sullivan made the motion with Kasey Hibbitts seconding to approve to make a loan for \$489,779.95 from InterBank to fund the second half of QIPP Year 4 IGT #7 payment to Texas HHSC. The loan is to mature May 30, 2021, and to authorize Trey Carrington, County Judge, to sign the loan documents on behalf of the County. Motion carried 5-0.
6. Casey Wells made the motion with Klay Mitchell seconding to enter into the Inter Local Government Agreement with the Helen Farabee Center and to give Judge Carrington the authority to sign the agreement. See attached. Motion carried 5-0.
7. No action on line item #7
8. There was not a need to enter into closed session.
9. No action on line item #9

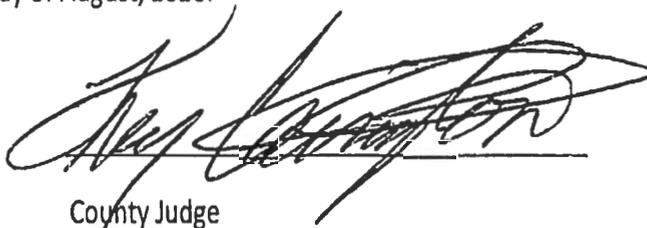
10. Elected Officials Report: Brenda Rankin reported that they originally thought the appraised values were going to be down by \$16,000,000.00, but they went up \$20,000,000.00 and that we should be able to lower the tax rate.
11. Brenda Rankin presented the court with the county bills. Kasey Hibbitts made the motion with Lance Sullivan seconding to approve and pay the bills. Motion carried 5-0.
12. Casey Wells made the motion and seconded by Trey Carrington to adjourn at 9:39 am. Motion carried 5-0.

Witnessed my hand AND approved this the 10th day of August, 2020.



Diamma Moore

ATTEST: County Clerk



Trey Carrington

County Judge

**MEMORANDUM OF AGREEMENT (MOA)
Inter-local Government Agreement**

Helen Farabee Centers

is a non-profit governmental entity headquartered in Wichita Falls, Texas, established in TITLE 7. Mental Health and Intellectual Disability, Subtitle A. Chapter 534 Subchapter A. of the Texas Health and Safety Code. Helen Farabee Centers provides community-based services to adults and children residing in the counties of: Archer, Baylor, Childress, Clay, Cottle, Dickens, Foard, Hardeman, Haskell, Jack, King, Knox, Montague, Stonewall, Throckmorton, Wichita, Wilbarger, Wise, and Young.

This Memorandum of Agreement (MOA) is effective as referenced above, by and between:

Helen Farabee Centers ("Center")
P. O. Box 8266
Wichita Falls, TX 76307
acting by and through its Executive Director

and

Throckmorton County ("Agency")
P.O. Box 700
Throckmorton, TX 76483
acting by and through its role as a Sponsoring Agency of the Center per the Interlocal Governmental Agreement effective September 1, 1998.

This MOA sets forth the terms and conditions under which the Center will provide Public Behavioral Health and Intellectual Disability Services pursuant to the authority contained in the Texas Health and Safety Code, Section 534.

Agency agrees to:

1. Allow the Helen Farabee Centers to supervise and administer Behavioral Health Services at Center's location(s) in compliance with appropriate standards.
2. Register any complaints or questions with:
Contracts Manager, Angela Dove
940.397.3116 or dovea@helenfarabee.org
or
Executive Director, Gianna Harris 940.397.3101

or by mail at
P. O. Box 8266
Wichita Falls, TX 76307

3. Contribute support for Center's services made available for Agency's residents, as follows:

a) Cash contribution in the amount of:

- 1) \$1,320.00
- 2) to be paid to the Center in one lump sum

and/or

b) in-kind contribution, as follows:

- 1) No in-kind contribution at this time.

The total value of cash contribution and in-kind support from Agency to Center is:

\$1,320.00

Center agrees to:

1. Provide sufficient staff to offer Behavioral Health Services at Center's location(s). All services will be in compliance with the standards set forth in Texas Department of State Health Services Rules and Community Standards.
2. Furnish all staff and program monies to support local service delivery including staff training, travel monies, cost for medications, laboratory, and other medical supplies, telephone costs to Helen Farabee Centers and other phone calls for administrative purposes, telephone line(s) for facsimile communication, computer support and equipment, and other supplies as may be deemed necessary.
3. Provide services in or from other locations, including:
 - a) Crisis Hotline for all local residents,
 - b) residential options,
 - c) laboratory testing,
 - d) psychological testing as deemed necessary,
 - e) continuity of care/discharge planning for those hospitalized, and
 - f) all other available services provided by Center, upon eligibility.
4. Continually promote and upgrade communications and services allowing both the Community and Center to offer quality services to residents of Center's catchment area.

It is mutually agreed that:

1. Fees charged and collected from residents for services shall be retained by Center. No one is refused services solely on inability to pay.
2. This Agreement shall be a continuing until either party desires to revise or cancel the agreement.
3. A review of this agreement will be conducted annually for the purpose of making revisions that might be required; either party may request an additional review at any time.
4. This agreement may be canceled by either party by giving written notice to the other party thirty (30) days in advance.

Correspondence regarding this Agreement should be directed to:

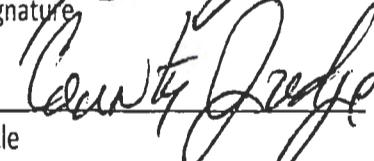
Throckmorton County
Judge Trey Carrington
trey.carrington@throckmortoncounty.org
940.849.3081

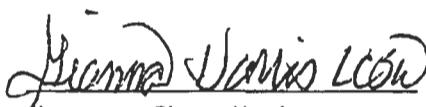
Center
Angela Dove, Contracts Manager
dovea@helenfarabee.org
940.397.3116

Duly authorized signatories for each party:

Agency

Helen Farabee Centers


Signature

Title
7-27-2021
Date


Signature - Gianna Harris
Executive Director
07/01/20
Date

July 27, 2020			
<u>VENDOR NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	
BCBS		12,607.99	
UNUM		296.83	
AFLAC		680.16	
SUPERIOR VISION		176.10	
ABILENE FEDERAL CREDIT UNION		20.00	
VERIZON	SO	217.84	
AT&T	PREC. 1	94.78	
SPRINGHOUSE		92.62	
WINDSTREAM		737.27	
WINDSTREAM		164.85	
CITY		438.84	
CITY	PREC. 1	51.44	
CITY	PREC. 2	102.13	
CITY	PREC. 4	69.44	
TX CHILD SUPPORT DISB		112.00	
HILLIARD		31.26	
INTERBANK		264,418.64	
DICKENS COUNTY		1,200.00	
GARZA COUNTY		57.28	
PAM THOMPSON		49.14	
TEXAS WORKFORCE COMMISSION		280.30	
ELECTION WORKERS		2,545.00	
HELEN FARABEE CENTERS		1,320.00	
TARRANT COUNTY MEDICAL EXAMINERS		625.00	
INTERBANK - GRAND JURORS		120.00	
THROCKMORTON CHRISTIAN ALLIANCE		20.00	
ABC PRINTING		183.36	
OFFICE DEPOT		544.42	
INGRAM CONCRETE	PREC. 2	1,301.11	
INGRAM CONCRETE	PREC. 3	385.51	
GEBO'S	PREC. 3	107.96	
BJB TRANSPORT	Dozer - Fire by Creek	375.00	