

**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 22<sup>nd</sup> day of March 2021 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 necessary action with Ron Scroggie with Wind Gen in reference to usage of County Roads.
6. Discuss and take any necessary action on Lease Purchase Agreement for two 2021 Dodge Ram 1500 SSV Crewcab 4x4 Sheriff's pickups with American National Leasing Company.
7. Discuss and take any necessary action on approving the bond on Justice of the Peace, Bobby Thompson.
8. Discuss and take any action on replacing the batteries on the Myers emergency lighting system.
9. Elected officials report.
10. Approve and pay bills.
11. Adjourn.

Commissioners Court of Throckmorton County, Texas

*Kayley Briles*  
Agenda Clerk

VOL 8 PG 81

FILED FOR RECORD  
at 0830 o'clock C m

MAR 19 2021  
*Diana Moore*  
CLERK COURT  
THROCKMORTON, TX

## COMMISSIONER'S COURT

### Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Monday the 22nd day of March, 2021, 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, Greg Brockman, Commissioner Pct#3, Klay Mitchell, Commissioner Pct#4, Dianna Moore, County Clerk, Brenda Rankin, County Treasurer, Bobby Thompson, County JP, Mike Cuba, Ron Scroggie, Blake DeFunte, Rod Chavez, and Doc Wigington

1. Trey Carrington called meeting to order at 9:02 A.M. and welcomed guest.
2. Dianna Moore read minutes from the previous meeting. Kasey Hibbitss made the motion with Klay Mitchell seconding to approve the minutes. Motion carried 5-0.
3. No action on line item #3.
4. Citizen's hearing was held. No citizen comments were made.
5. No action on line item #5.
6. Trey Carrington made the motion with Klay Mitchell seconding to approve the lease purchase agreement for the two 2021 Dodge Ram 1500 Crew Cab 4x4 Sheriff's pickups with American National Leasing. Agreement is attached. Motion carried 5-0.
7. Kasey Hibbitts made the motion with Greg Brockman seconding to approve the Bond on Bobby Thompson. Motion carried 5-0.
8. Casey Wells made the motion with Greg Brockman seconding to replace the batteries on the Myers Emergency lighting system and to check into getting rewired. Motion carried 5-0.
9. Elected Official's Report: Doc Wigington gave a report for the Sheriff's office. See attached report.
10. Brenda Rankin presented the court with the county bills. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve and pay the bills. Motion carried 5-0.
11. Casey Wells made the motion and seconded by Greg Brockman to adjourn at 10:10 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 12th day of April, 2021.

Dianna Moore

ATTEST: County Clerk

Therese C. Hightower

County Judge



# American National Leasing Company

ANLC Lease Purchase Quotes  
Throckmorton County  
January 27, 2021



	<u>option a</u>	<u>option b</u>	<u>option c</u>
	<u>36mo with</u> <u>Residual Balance</u>	<u>36mo with</u> <u>Residual Balance</u>	<u>36mo with</u> <u>Residual Balance</u>
<b><u>2021 Dodge Ram 1500 SSV Crewcab 4x4</u></b>			
Buyboard Purchase--Cowboy Motors	\$31,999	\$31,999	\$31,999
Deliver Charge	\$873	\$873	\$873
Goodbuy Fee	\$150	\$150	\$150
CapFleet upfit	\$12,959	\$12,959	\$12,959
+ ANLC Documentation fee	\$100	\$100	\$100
Gain on Trades	(\$2,139)	(\$2,139)	(\$2,139)
<b>Total</b>	<b>\$43,942</b>	<b>\$43,942</b>	<b>\$43,942</b>
<b><u>Estimated Start Date March 2021</u></b>			
2022 Payment(#1)	\$12,509	\$12,184	\$11,860
2023 Payment(#2)	\$12,509	\$12,184	\$11,860
2024 Payment(#3)	\$12,509	\$12,184	\$11,860
<b><u>Annual Payment Total for 2 pickups</u></b>	<b>\$25,018</b>	<b>\$24,368</b>	<b>\$23,720</b>
<b><u>Residual Purchase</u></b>	<b>\$9,001</b>	<b>\$10,001</b>	<b>\$11,001</b>
Rate	2.65%	2.65%	2.65%
Mileage Estimate	30k/yr--35k/yr	30k/yr--35k/yr	30k/yr--35k/yr

vin#740096	
High Bid	\$13,500.00
Payoff	\$9,221.43
Net	\$4,278.57
Divided /2 = \$2,139	

Trade Recap	Payoff	High Bid
vin#740095	\$9,221.43	\$17,000.00
vin#740096	\$9,221.43	\$13,500.00
TOTAL	\$18,442.86	\$30,500.00
Divided by 2 vehicles =		\$6,028.57

VOL 8 PG 84





# American National Leasing Company

ANLC Lease Purchase Quotes  
Throckmorton County  
January 27, 2021



	<u>option a</u>	<u>option b</u>	<u>option c</u>
	<u>36mo with</u> <u>Residual Balance</u>	<u>36mo with</u> <u>Residual Balance</u>	<u>36mo with</u> <u>Residual Balance</u>
<b><u>2021 Dodge Ram 1500 SSV Crewcab 4x4</u></b>			
Buyboard Purchase--Cowboy Motors	\$31,999	\$31,999	\$31,999
Deliver Charge	\$873	\$873	\$873
Goodbuy Fee	\$150	\$150	\$150
CapFleet upfit	\$12,959	\$12,959	\$12,959
+ ANLC Documentation fee	\$100	\$100	\$100
Gain on Trades	(\$2,139)	(\$2,139)	(\$2,139)
<b>Total</b>	<b>\$43,942</b>	<b>\$43,942</b>	<b>\$43,942</b>
<b><u>Estimated Start Date March 2021</u></b>			
2022 Payment(#1)	\$12,509	\$12,184	\$11,860
2023 Payment(#2)	\$12,509	\$12,184	\$11,860
2024 Payment(#3)	\$12,509	\$12,184	\$11,860
<b><u>Annual Payment Total for 2 pickups</u></b>	<b>\$25,018</b>	<b>\$24,368</b>	<b>\$23,720</b>
<b><u>Residual Purchase</u></b>	<b>\$9,001</b>	<b>\$10,001</b>	<b>\$11,001</b>
Rate	2.65%	2.65%	2.65%
Mileage Estimate	30k/yr--35k/yr	30k/yr--35k/yr	30k/yr--35k/yr

vin#740096	
High Bid	\$13,500.00
Payoff	\$9,221.43
Net	\$4,278.57
Divided /2 = \$2,139	

Trade Recap	Payoff	High Bid
vin#740095	\$9,221.43	\$17,000.00
vin#740096	\$9,221.43	\$13,500.00
TOTAL	\$18,442.86	\$30,500.00
Divided by 2 vehicles =		\$6,028.57

VOL 8 PG 85

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2961C

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**  
2732 Midwestern Parkway  
Wichita Falls, TX 76308

LESSEE: THROCKMORTON COUNTY  
P.O. BOX 700  
THROCKMORTON, TEXAS 76483  
(940) 849 - 3081

VENDORS: MOORE CHRYSLER DODGE JEEP RAM  
P.O. BOX 905  
SILSBEE, Texas 75656  
(409) 385 - 3796

<u>Model Number</u>	<u>SERIAL #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
DS6T98	1C6RR7XT7MS514466	2021 RAM SSV 4X4 With Emergency Equipment	1	\$45,831.25
		GOODBUY FEE		\$150.00
		TOTAL:		\$45,984.25
		LESS DOWN PAYMENT:		(\$2,142.20)
		Document Fees:		\$100.00
		TOTAL CAPITALIZED COST:		\$43,942.05



## SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$11,859.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	Throckmorton County	Property Tax:	EXEMPT
		Total Payment:	\$11,859.00
		Lease End Date:	March 22, 2024

## [END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

## TERMS AND CONDITIONS

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

  
Lessee: Please Initial



**7.) OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of twelve (12%) per cent annum until paid.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

**8.) PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

**9.) ASSIGNMENT:** Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor, it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against the original Lessor as to any matters that Lessee may be entitled to assert against the original Lessor.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

**10.) LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

  
Lessee: Please Initial



11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter, and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) **EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) Remedies. If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

(i) Lessee shall return the Equipment to Lessor as provided in Section 7.

(ii) Lessor may retain all Lease payments previously paid by Lessee.

(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.

(iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) Late Charges. Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law.

(d) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

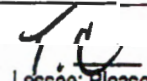
13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in

  
Lessee: Please Initial

accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

15.) **SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

  
Lessee: Please Initial

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: March 22, 2021

Lessor: American National Leasing Company

By: Mike Cuba  
Mike Cuba  
President

Lessee(s): THROCKMORTON COUNTY  
P.O. Box 700  
Throckmorton, Texas 76483  
Federal Tax ID #:75-6001178

By: Trey Capington  
Trey Capington  
Throckmorton County Judge

LESSEE'S ACCEPTANCE

TO VENDOR (MOORE CHRYSLER DODGE JEEP RAM) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee(s) THROCKMORTON COUNTY  
P.O. Box 700  
Throckmorton, Texas 76483  
Federal Tax ID #:75-6001178

Date of Acceptance: March 22, 2021

By: Trey Capington  
Trey Capington  
Throckmorton County Judge

TC  
Lessee: Please Initial



Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/22/2021	\$2,142.20
03/22/2022	\$11,859.00
03/22/2023	\$11,859.00
03/22/2024	\$11,859.00
03/22/2024	\$11,000.00

**Exhibit A**

**Purchase Option Price**

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

(a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus

(b) Accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2962C**

**VENDORS:** MOORE CHRYSLER DODGE JEEP RAM  
P.O. BOX 905  
SILSBEE, Texas 75656  
(409) 385 - 3796

7,6  
Lessee: Please Initial



## SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$11,859.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	Throckmorton County	Property Tax:	EXEMPT
		Total Payment:	\$11,859.00
		Lease End Date:	March 22, 2024

## [END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

## TERMS AND CONDITIONS

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

*Tic*  
Lessee: Please Initial



**7.) OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of twelve (12%) per cent annum until paid.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

**8.) PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

**9.) ASSIGNMENT:** Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor; it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against the original Lessor as to any matters that Lessee may be entitled to assert against the original Lessor.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

**10.) LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

Lessee: Please Initial



11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) **EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) **Events of Default.** In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) **Remedies.** If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

(i) Lessee shall return the Equipment to Lessor as provided in Section 7.

(ii) Lessor may retain all Lease payments previously paid by Lessee.

(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.

(iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) **Late Charges.** Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law.

(d) **Expense of Enforcement.** Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in

TC  
Lessee: Please Initial



accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

15.) **SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

T.C  
Lessee: Please Initial

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: March 22, 2021

Lessor: American National Leasing Company

By: Mike Cuba  
Mike Cuba  
President

Lessee(s): THROCKMORTON COUNTY  
P.O. Box 700  
Throckmorton, Texas 76483  
Federal Tax ID #:75-6001178

By: Trey Carrington  
Trey Carrington  
Throckmorton County Judge

LESSEE'S ACCEPTANCE

TO VENDOR (MOORE CHRYSLER DODGE JEEP RAM) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not to be on a trial basis.

Lessee(s) THROCKMORTON COUNTY  
P.O. Box 700  
Throckmorton, Texas 76483  
Federal Tax ID #:75-6001178

Date of Acceptance: March 22, 2021

By: Trey Carrington  
Trey Carrington  
Throckmorton County Judge

T.C.  
Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/22/2021	\$2,142.20
03/22/2022	\$11,859.00
03/22/2023	\$11,859.00
03/22/2024	\$11,859.00
03/22/2024	\$11,000.00



**Exhibit A**

**Purchase Option Price**

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

- (a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus
- (b) Accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 2961C & 2962C (the "Leases") between American National Leasing Company ("ANLC") and THROCKMORTON COUNTY (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

The Governmental Entity hereby states for the benefit of ANLC as follows:


1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
2. The Governmental Entity will own and operate the property financed by the Lease.
3. The Governmental Entity will spend all of the money advanced by American National within no more than two weeks of the date the Lease is funded. None of these funds will be invested.
4. The Lease is not federally guaranteed.
5. The Lease is a privately placed bank loan and is not offered to the general public or a "public security" under Texas law.
6. There is no reserve fund or other specific fund established for payment of the Lease.
7. The proceeds of the Lease are not being used to reimburse the Governmental Entity for any previous expenditure made by it. The proceeds of the Lease will be paid immediately to the vendor of the property.
8. The Lease is hereby designated by the Governmental Entity as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code. The reasonably anticipated amount of tax exempt obligations to be issued by the Governmental Entity during the same calendar year in which the Lease is funded will not exceed \$10,000,000. Additionally, in calculating the \$10,000,000 the Governmental Entity is including all tax exempt debt issued by local development corporations or other entities issuing "on behalf of" the Governmental Entity except private activity bonds other than Section 501(c)(3) bonds.
9. The weighted average maturity of the Lease (meaning when it is approximately one-half paid off) does not exceed 120% of the useful life of the property being financed.

General Provisions

1. The Lease has been duly authorized by the governing body of the Governmental Entity at a meeting which the open meeting notice was posted regarding the Lease transaction, and at which a quorum was present.
2. There is no litigation pending regarding the Lease, or to the best of the knowledge of the Governmental Entity threatened in regard to the Lease.
3. Entering the Lease does not constitute an event of default or contravene any other agreement to which the Governmental Entity is a party.
4. The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents.
5. The property being financed is personal property for which bids were taken in the manner required by law.
6. The Governmental Entity will use the property for one of its essential purposes.

Signed as of this 22<sup>nd</sup> Day of MARCH, 2021.

THROCKMORTON COUNTY

By:   
TRACY CARRINGTON  
COUNTY JUDGE



Form **8038-GC**

(Rev. January 2012)

Department of the Treasury  
Internal Revenue Service**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

**Part I Reporting Authority**Check box if Amended Return ☐

1 Issuer's name <b>THROCKMORTON COUNTY, TEXAS</b>	2 Issuer's employer identification number (EIN) <b>7 5 6 0 0 1 1 7 8</b>
3 Number and street (or P.O. box if mail is not delivered to street address) <b>P.O. BOX 700</b>	Room/suite
4 City, town, or post office, state, and ZIP code <b>THROCKMORTON, TEXAS 76483</b>	5 Report number (For IRS Use Only)
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <b>TREY CARRINGTON, COUNTY JUDGE</b>	7 Telephone number of officer or legal representative <b>325-854-5805</b>

**Part II Description of Obligations** Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a <b>\$87,884</b> 10
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) <b>3/22/2021</b>	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a <b>\$87,884</b> 10
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(iii) (small issuer exception), check this box <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: <b>AMERICAN NATIONAL LEASING CO.</b>	
13 Vendor's or bank's employer identification number: <b>7 5 2 7 8 4 7 4 4</b>	

**Signature  
and  
Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative 

Date

**TREY CARRINGTON - COUNTY JUDGE**

Type or print name and title

**Paid  
Preparer  
Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name		Firm's EIN		
Firm's address		Phone no.		

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



**ANLC****American National Leasing Company**

2732 Midwestern Pkwy.  
Wichita Falls, TX 76301  
(940) 397-2490

**Equipment Lease Application**

(PLEASE TYPE OR PRINT CLEARLY)

Fax completed application to: (940) 235-4190

(Please include current personal financial statement(s) and last two years tax returns or last two fiscal year-end financial statements with application)

**LESSEE:** (Complete legal name of entity. If a corporation, use EXACT registered corporate name.)

Company: <b>THROCKMORTON COUNTY</b>	d/b/a:
Billing Address: <b>P.O. BOX 700</b>	
City: <b>THROCKMORTON</b>	County: <b>THROCKMORTON</b> State: <b>TX</b> Zip: <b>76483</b>
Telephone No: <b>(940) 849-3081</b>	Fax No: <b>(940)</b>
Contact Name: <b>TREY CARRINGTON</b>	Title: <b>COUNTY JUDGE</b>
Type of Business: <b>GOVERNMENTAL ENTITY</b>	Yrs. In Business:      yrs      Fed. Tax ID #: <b>75-6001178</b>
Check One: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership	

**OWNER/STOCKHOLDER INFORMATION:** (Officers, Partners and/or Guarantors)

Name:	Title:	S.S.#:	% of Ownership:	%
Home Address:		Home Phone: <b>(940)</b>		
City:	State: <b>TX</b>	Zip:		
Name:	Title:	S.S.#:	% of Ownership:	
Home Address:		Home Phone: <b>(940)</b>		
City:	State:	Zip:		

**TRADE REFERENCES:** (Two-year history of accounts with credit terms. Do not include C.O.D. accounts)

Name of Supplier:	Contact:	Phone: ( )
Name of Supplier:	Contact:	Phone: ( )
Name of Supplier:	Contact:	Phone: ( )
Landlord:	Contact:	Phone: ( )

**COMPANY BANK REFERENCE:** (Business Account ONLY)  
loan history**CREDIT REFERENCE:** Comparable lease or

Bank Name:	Creditor:
Checking Account #:	Account #:
Phone: ( )      Date Opened: / /	Phone: ( )
<input checked="" type="checkbox"/> Please attach first page of last 3 months statements	Contact:

If account is less than 2 years old, provide previous bank information

**VENDOR INFORMATION:**

Vendor Name:	Contact:
Address:	
City:	State:      Zip:
Phone: ( )	Fax: ( )

**EQUIPMENT INFORMATION:**

Total Amt. of Lease: Excluding \$	Term 24 <u>36</u> 48 60	Buyout Option: <b>\$1.00</b>
Equipment Location: If different from above County:		
Equipment Description: Mfg./Make/Model		
<input checked="" type="checkbox"/> Sales Tax rate for location of equipment: <b>SALES TAX EXEMPT-GOVERNMENT</b>		

By providing the above information, I authorize you to whom this application is made or your agents to investigate my/our financial responsibility and creditworthiness and I/we will provide financial statements, tax returns, etc. as you deem necessary. I/we authorize you to update my/our credit profile from time to time in the future as you deem appropriate.

Applicant's Signature

Title

Date



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

American National Leasing Company  
Wichita Falls, TX United States

Certificate Number:  
2021-728483

Date Filed:  
03/18/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Throckmorton County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#2961C & #2962C  
(2) 2021 Dodge Ram 1500 SSV

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is MIKE CUBA, and my date of birth is 11-18-56.

My address is 2732 MIDWESTERN Pkwy, WICHITA FALLS, TX, 76308, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WICHITA County, State of TX, on the 22 day of MARCH, 20 21.  
(month) (year)

Mike Cuba

Signature of authorized agent of contracting business entity  
(Declarant)



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Throckmorton } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71773701

That we, Bobby Joe Thompson, as Principal, and  
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held  
and bound unto <sup>1</sup> Throckmorton County Judge, his successors in office,  
in the sum of <sup>2</sup> Five Thousand and 00/100 DOLLARS (\$5,000.00),  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Dated this 2nd day of March, 2021.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly appointed  
(Elected—Appointed)  
to the office of Justice of the Peace in and for <sup>3</sup> Throckmorton County, State of Texas, for  
a term of one year commencing on the 4th day of April, 2021.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of  
him by law as the aforesaid officer, and shall <sup>4</sup>  
faithfully and impartially discharge the duties required by law and promptly pay  
to the entitled party all money that comes into his hands during the term of  
office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of  
claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate  
liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.  
Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to  
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall  
terminate as to subsequent acts of the Principal.

Principal

WESTERN SURETY COMPANY

By

Paul T. Brufat

Paul T. Brufat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

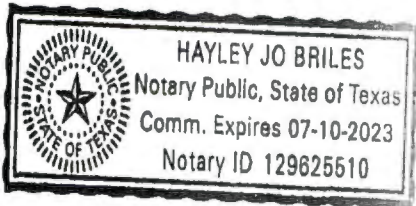
THE STATE OF TEXAS

County of Throckmorton } ss

Before me, Hayley Jo Briles on this day, personally appeared Bobby Joe Thompson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Throckmorton, Texas, this 8<sup>th</sup> day of March, 2021.

SEAL



Hayley Jo Briles  
Throckmorton County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

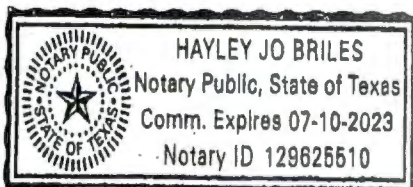
OATH OF OFFICE  
(General)

I, Bobby Joe Thompson, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Bobby Joe Thompson

Sworn to and subscribed before me at Throckmorton, Texas, this 8<sup>th</sup> day of March, 2021.

SEAL



Hayley Jo Briles  
Throckmorton County, Texas



THE STATE OF TEXAS

County of Throckmorton } ss

The foregoing bond of Bobby Joe Thompson as  
Justice of the Peace in and for Throckmorton County and State of Texas; this day  
approved in open Commissioner's Court.

ATTEST:

Date March 8, 2021

Dianna Moore Clerk  
County Court Throckmorton County

[Signature] County Judge,  
Throckmorton County, Texas

THE STATE OF TEXAS

County of Throckmorton } ss

I, Dianna Moore, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 2nd day of March, 2021, with its certificates of  
authentication, was filed for record in my office the 22nd day of March, 2021, at  
9:30 o'clock a M., and duly recorded the 22nd day of March, 2021, at  
9:30 o'clock a M., in the Records of Official Bonds of said County in Volume 8, on page  
81.

WITNESS my hand and the seal of the County Court of said County, at office in Throckmorton,  
Texas, the day and year last above written.

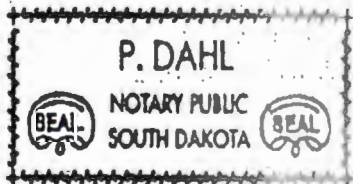
By [Signature] Deputy County Court Throckmorton County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss

County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 2nd day of March,  
2021, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl

Notary Public

My Commission Expires June 18, 2025



## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

# OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year; \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioners official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified.	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Justice of The Peace Throckmorton County

bond with bond number 71773701

for Bobby Joe Thompson

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its

Vice President with the corporate seal affixed this 2nd day of March,  
2021.

ATTEST

A. Viator

A. Viator, Assistant Secretary

WESTERN SURETY COMPANY

By

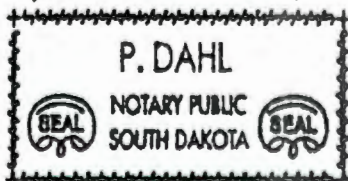
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 2nd day of March, 2021, before me, a Notary Public, personally appeared  
Paul T. Bruflat and A. Viator

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



My Commission Expires June 18, 2025

P. Dahl

Notary Public



Figure: 28 TAC 01.601(a)(3)

**IMPORTANT NOTICE****AVISO IMPORTANTE****1 To obtain information or make a complaint:****Para obtener informacion o para someter una queja:****2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.****Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.****3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:****Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:****1-800-331-6053****1-800-331-6053****4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:****Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:****P.O. Box 5077  
Sioux Falls, SD 57117-5077****P.O. Box 5077  
Sioux Falls, SD 57117-5077****5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:****Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:****1-800-252-3439****1-800-252-3439****6 You may write the Texas Department of Insurance:****Puede escribir al Departamento de Seguros de Texas:****P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)****P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)****7 PREMIUM OR CLAIM DISPUTES:****Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.****DISPUTAS SOBRE PRIMAS O RECLAMOS:****Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).****8 ATTACH THIS NOTICE TO YOUR POLICY:****This notice is for information only and does not become a part or condition of the attached document.****UNA ESTE AVISO A SU POLIZA: Este aviso es****solo para proposito de informacion y no se****convierte en parte o condicion del documento****adjunto.**

SF



PO Box 5077 Sioux Falls SD 57117-5077

March 01, 2021

1-800-331-6053  
Fax 1-605-335-0357  
www.cnasurety.com

Bobby Joe Thompson  
P. O. Box 549  
Throckmorton, TX 76483

File # 71773701  
Bobby Joe Thompson

\$5,000.00  
Company Code: 0601  
Written By: WESTERN SURETY COMPANY  
Justice of The Peace Throckmorton County

Enclosed is your bond. To continue your bond coverage and keep it in force, you must file this document with the county of Throckmorton.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure

Doc Wigington  
Throckmorton County Sheriff  
P.O. Box 578  
Throckmorton, TX 76483



Tel. 940-849-8855  
Fax 940-849-8856

### Sheriff's Report March 22, 2021

1. Multiple complaints from citizens in reference to the rock haulers delivering to the Wind Farm Project. S.O. has stepped up enforcement and issued several citations of not just trucks but ALL traffic violations. The S.O. cannot selectively enforce the traffic laws on some and not others. DPS ran a license and weight inspection of trucks traveling through the county at the request of the Sheriff. With the amount of trucks traveling through now each time the Sheriff's Office receives a complaint on the trucks that complaint is also forwarded to the DPS in hopes that they will continue to be in the area and assist.
2. New Units were delivered on 03-11-2021. Pct. 2 has picked up the unit voted on last session. Sheriff Wigington spoke with Commissioner Hibbits about the new tires on the unit his Pct. obtained from the S.O. Sheriff Wigington a deal was agreed on by both that the new tires would be left on the unit for Pct. 2 and that his budget would reimburse the Sheriff's budget for the tires.
3. Safe Alert was not working properly causing EMS and Fire not being able to hear dispatch on their cell phones. This issue was addressed on 03-16-2021 in hopes of getting resolved but was not remedied until 03-19-2021 when the issues was diagnosed as a faulty microphone in dispatch. The microphone has since been replaced. The digital radio in dispatch has a microphone for mobile units and will be replaced shortly with a table mounted microphone.
4. Sheriff Wigington travelled to Austin in reference to several House Bills being suggested for laws in the 87<sup>th</sup> legislative session. Bills opposed buy Sheriff Wigington in the best interest of Throckmorton county were bills designed to restrict the 2<sup>nd</sup> amendment as to a citizen possession a firearm. Sheriff Wigington spoke in front of the committee on Homeland Security and Public Safety to emphasize that any restriction to the 2<sup>nd</sup> amendment is unconstitutional and violates the citizens of Throckmorton and the Great State of Texas' bill of rights. Another bill opposed by Sheriff Wigington in the best interest of Throckmorton had to do with the holding of TDCJ Blue Warrants and the time spent in county jails at the expense of the county. Bill requiring Law Enforcement to have to identify themselves in a high priority situation. Bills supported by Sheriff Wigington in the best interest of Throckmorton were bills designed to expand the 2<sup>nd</sup> amendment with constitutional carry of firearms. Bill designed to clarify the qualifications of a person running for Sheriff in Texas. Bills designed to grant a state stipend for minimum pay for the Sheriff in counties with populations of less than 50,000.00. Minimum pay for Sheriffs would be set by state at \$65,000.00. This bill would affect 111 counties in the state with funds coming from the states General Revenue at minimum price tag of 2.2 million dollars. Sheriff Wigington spoke with multiple Congressman and Senators on multiple issues and the need to do away with unfunded mandates that are passed down to the counties.
5. Complaints of speed on county roads by rock haulers. Sheriff Wigington spoke with DPS who advised that speed limits on county roads are 60 MPH unless otherwise posted. This speed is considered to be excessive for traveling down a county road. Need to address setting speed limits on county roads either by county resolution or check with DPS to obtain variables to be able to do so.



March 22, 2021			
<u>VENDOR NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	
UNUM		312.33	
AFLAC		680.16	
SUPERIOR VISION		161.76	
VERIZON	SO	198.48	
AT&T	PREC. 1	94.99	
TX CHILD SUPPORT DISB		112.00	
SPRING HOUSE		150.21	
ELBERT FARM STORE	SHERIFF	60.71	
ELBERT FARM STORE	PREC. 4	1,086.59	
AEP		375.00	
OFFICE DEPOT		43.22	
JOHN DEERE FINANCIAL	PREC. 3	76.68	
YELLOWHOUSE	PREC. 2	1,014.30	
HART		1,593.34	
TAC		180.00	
DEREK HAMPTON		100.00	
BRUCKNER'S		63.28	
WARREN CAT	PREC. 3	119.18	
CJ&CAT		1,440.00	
TARRANT COUNTY MEDICAL EXAMINEE		120.00	
SHACKELFORD COUNTY JAIL		1,395.00	
INTERSTATE ALL BATTERY CENTER		101.98	
HANDYMAN/THOMAS ASH		300.00	
DE LAGE LANDEN		357.02	
SHACKELFORD COUNTY		67.50	
PAM THOMPSON		97.40	
ABC PRINTING		249.82	
SYKORA DOZER SERVICE	PREC. 4	2,500.00	
DOC WIGINGTON		398.39	
ALBANY COMMUNICATIONS		150.00	
AMERICAN ASSOCIATION OF NOTARIES		96.90	
RYAN PEACOCK		300.00	
C N A SURETY		45.21	