

**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 24th day of January 2022 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. Hospital reports/approve hospital bills.
3. Discuss and take any necessary action on taking sealed bids for a new ambulance shed.
4. Discuss and take any necessary action on the Road Use and Maintenance Agreement.
5. Discuss and take any necessary action on a proposed tax abatement agreement between Throckmorton County and Inertia Wind Project, LLC.
6. Discuss and take any necessary action on appointing Ray Fowler as the Throckmorton Historical Board Chairman.
7. Enter into executive session regarding personnel matters.
Texas Government Code Section 551.074
8. Leave Executive session.
9. Citizen's Comments.
10. Approve and pay bills.
11. Adjourn.

Commissioners Court of Throckmorton County, Texas

Kayley Briles
Agenda Clerk

FILED FOR RECORD
at 9:00 o'clock A.M.

JAN 21 2022
Dianna Moore
CLERK COURT
THROCKMORTON, TX

COMMISSIONER'S COURT

Regular Meeting


Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 24th day of January, 2022, 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, Hayley Briles, Brenda Rankin, County Treasurer, Kirby Gober, Bryan Key, Jake Lederle, Billy Boyd, Kinsi Hodges, Tina Hantz, Mike Fry, Melissa Brunswick, Karla Benson, Hank Lawson, Curtis Reed, and Doc Wigington

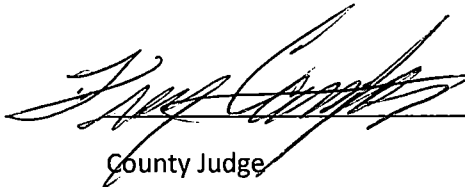
1. Trey Carrington called meeting to order at 9:00 A.M. and welcomed guest.
2. Kirby Gober presented the Hospital bills and report to the Court and discussed the County posting the notice in the paper regarding the sealed bids for the new ambulance shed. The bills approved were in the amount of \$289,688.74. Casey Wells made the motion with Greg Brockman to approve the report and pay the bills. Motion carried 5-0.
3. Klay Mitchell made the motion to open sealed bids on February 14, 2022 for the new ambulance shed. Motion carried 5-0.
The Court came back to line item 3 and a motion was made by Casey Wells and seconded by Kasey Hibbitts to reopen line item 3. Motion carried 5-0. Klay Mitchell made the motion with Casey Wells seconding to rescind the vote on line item 3. Motion carried 5-0.
4. Trey Carrington made the motion with Klay Mitchell seconding to sign the Road Use and Maintenance Agreement. The agreement is attached. Motion carried 5-0.
5. Klay Mitchell made the motion with Kasey Hibbitts seconding to sign the Resolution and Order Approving the Tax Abatement between Throckmorton County and Inertia Wind Project, LLC. The Resolution and Order are attached. Motion carried 5-0.
6. Casey Wells made the motion with Kasey Hibbitts seconding to appoint Ray Fowler as the Throckmorton Historical Board Chairman. Motion carried 5-0.
7. Klay Mitchell made the motion with Kasey Hibbitts to go into Executive Session. Motion carried 5-0. The Court entered into Executive Session at 10:35 a.m.
8. Klay Mitchell made the motion with Greg Brockman ^{second} to come out of Executive Session. Motion carried 5-0. The Court came out of Executive Session at 11:20 a.m.

9. Citizen's hearing was held. Billy Boyd, Karla Benson, Kinsi Hodges, and Tina Hantz presented statements to the Court and spoke about a Hospital Board Member. No other citizen comments were made.
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 Klay Mitchell to adjourn at 11:30 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 14th day of February, 2022.



ATTEST: County Clerk



County Judge

Trey Carrington, County Judge

Throckmorton County, Texas

Subject: TCMH Payables

The attached payables for Throckmorton County Memorial Hospital were reviewed and approved by the Board of Directors at the Regular Monthly Business Meeting January 12, 2022

The total amount approved by the board is \$ 289,688.74

County funds requested: Ø

Harold Keeter

President TCMH Board of Directors

**THROCKMORTON COUNTY MEMORIAL
HOSPITAL**

Expenses Approved by
TCMH Board of Directors

January 12, 2022

Presented to:

Throckmorton County Commissioner's Court

January 24, 2022

TCMH Expenditure List

01/12/2022

Vendor #:	Vendor Name:	Invoice Date:	Amount:	Comments:
10005	AFLAC	12/11/2021	\$1,252.42	
10006	AIRGAS	12/22/2021	\$248.22	
10006	AIRGAS	12/31/2021	\$557.61	
10420	ALLEN'S GARAGE	1/3/2022	\$40.00	MEDIC 2 OIL CHANGE
10138	ALSCO LINEN AND UNIFORM	12/16/2021	\$183.49	
10138	ALSCO LINEN AND UNIFORM	12/23/2021	\$198.93	
10138	ALSCO LINEN AND UNIFORM	12/30/2021	\$209.34	
10138	ALSCO LINEN AND UNIFORM	12/30/2021	\$320.08	
10138	ALSCO LINEN AND UNIFORM	12/16/2021	\$323.52	
10138	ALSCO LINEN AND UNIFORM	12/23/2021	\$323.52	
10138	ALSCO LINEN AND UNIFORM	12/9/2021	\$327.31	
10138	ALSCO LINEN AND UNIFORM	1/6/2022	\$342.95	
10138	ALSCO LINEN AND UNIFORM	12/9/2021	\$506.80	
10138	ALSCO LINEN AND UNIFORM	1/6/2022	\$593.73	
10393	AMAZON CAPITAL SERVICES	12/22/2021	\$35.56	
10393	AMAZON CAPITAL SERVICES	1/4/2022	\$78.77	
10010	AMERICAN PROFICIENCY INSTITUTE	12/16/2021	\$340.00	
10102	AR MANAGEMENT & SOLUTIONS, LLC	12/15/2021	\$279.32	
10102	AR MANAGEMENT & SOLUTIONS, LLC	12/15/2021	\$1,112.39	
10152	ATMOS ENERGY C	1/3/2022	\$98.06	
10013	ATMOS ENERGY H	1/3/2022	\$335.64	
10316	BETSY COOK, OTR	12/24/2021	\$3,400.00	OT SERVICES
10120	BLUECROSS BLUE SHIELD OF TEXAS	12/17/2021	\$785.24	S. MCCOY COBRA
10120	BLUECROSS BLUE SHIELD OF TEXAS	12/17/2021	\$27,483.40	\$23,557.20 - HOSPITAL PORTION
8	BOBBY T'S TIRE REPAIR	12/31/2021	\$1,320.00	TIRES FOR MEDIC 2
10018	BOUND TREE MEDICAL	12/28/2021	\$172.72	
10018	BOUND TREE MEDICAL	1/5/2022	\$1,582.46	
00033	BRECKENRIDGE AUTO SUPPLY	12/30/2021	\$17.97	
10326	BREEGLE BUILDING PRODUCTS, INC	12/28/2021	\$4,500.00	PATIENT ROOM FLOORING & ABATEMENT
10020	BRIGGS HEALTHCARE	12/27/2021	\$412.79	
10278	BRUTON, MATT	1/8/2022	\$1,225.00	7 PT VISITS
10021	C D HARTNETT COMPANY	12/31/2021	-\$149.18	
10021	C D HARTNETT COMPANY	12/31/2021	-\$149.18	
10021	C D HARTNETT COMPANY	1/10/2022	\$43.12	
10021	C D HARTNETT COMPANY	12/13/2021	\$62.60	
10021	C D HARTNETT COMPANY	1/10/2022	\$151.66	
10021	C D HARTNETT COMPANY	12/13/2021	\$183.11	
10021	C D HARTNETT COMPANY	12/28/2021	\$240.66	

10021	C D HARTNETT COMPANY		1/10/2022	\$294.82	
10021	C D HARTNETT COMPANY		12/6/2021	\$368.82	
10021	C D HARTNETT COMPANY		12/28/2021	\$607.49	
10021	C D HARTNETT COMPANY		1/10/2022	\$696.39	
10021	C D HARTNETT COMPANY		12/20/2021	\$771.29	
10026	CITY OF THROCKMORTON		12/22/2021	\$719.84	
4	CLIA LABORATORY PROGRAM		12/21/2021	\$2,454.00	CLIA RENEWAL
10027	COALSON'S GROCERY		12/22/2021	\$191.65	
10027	COALSON'S GROCERY		1/12/2022	\$643.49	
10027	COALSON'S GROCERY		12/22/2021	\$1,054.66	
10028	COMMERCIAL & INDUSTRIAL		1/1/2022	\$234.00	QUARTERLY SECURITY FEE
10028	COMMERCIAL & INDUSTRIAL		12/16/2021	\$435.00	REPAIR TO SECURITY SYSTEM
10471	CONCORD MEDICAL GROUP OF TEXAS		11/30/2021	\$33,936.00	NOV PHYSICIAN COVERAGE
10471	CONCORD MEDICAL GROUP OF TEXAS		12/31/2021	\$34,160.00	DEC PHYSICIAN COVERAGE
00157	CPSI		12/8/2021	\$3,201.00	
10373	DISH NETWORK LLC		1/2/2022	\$85.70	HOSPITAL TV
10373	DISH		1/2/2022	\$115.69	EMS TV
10328	ELLIOTT, SHELBY		12/23/2021	\$80.50	LAB COURIER SERVICES
10400	EMERGENCE TELERADIOLOGY		12/2/2021	\$764.00	NOV RADIOLOGY READINGS
10400	EMERGENCE TELERADIOLOGY		1/2/2022	\$1,102.00	DECEMBER RADIOLOGY READINGS
10038	EMPIRE PAPER COMPANY		1/3/2022	\$146.12	
10038	EMPIRE PAPER COMPANY		12/7/2021	\$150.89	
10039	EQUALIZE RM SERVICES		12/31/2021	\$334.71	
10313	ESCALON, SANDY		12/23/2021	\$48.36	LAB COURIER SERVICES
10313	ESCALON, SANDY		1/10/2022	\$128.86	LAB COURIER SERVICES
10413	EVERETT, LAUREN		1/10/2022	\$48.36	LAB COURIER SERVICES
10044	FISHER HEALTHCARE		12/29/2021	\$49.35	
10044	FISHER HEALTHCARE		12/14/2021	\$447.46	
10047	GALLS, LLC		12/14/2021	\$71.30	EMS UNIFORM
10047	GALLS, LLC		12/2/2021	\$98.95	
00026	HAMILTON HOSPITAL		12/28/2021	\$800.00	CT SERVICES
10431	HANDYMAN SUPPLY INC.		12/31/2021	\$73.23	
10055	HARRIS EXTERMINATING SERVICE		12/24/2021	\$112.50	
00028	HENDRICK MEDICAL CENTER		1/3/2022	\$2,802.03	
10060	LANDAUER INC		12/14/2021	\$210.50	OCT NOV DEC DOSIMETRY READING
10060	LANDAUER INC		9/16/2021	\$238.00	JUL AUG SEPT DOSIMETRY READING
10381	LIFE-ASSIST		12/28/2021	\$57.10	
10475	MAINE MOLECULAR QUALITY CONTROLS		12/13/2021	\$426.56	COVID SWABS
10475	MAINE MOLECULAR QUALITY CONTROLS		12/29/2021	\$2,955.80	COVID SWABS
00164	MCKESSON MEDICAL-SURGICAL INC		12/18/2021	\$1.11	

00164	MCKESSON MEDICAL-SURGICAL INC	12/23/2021	\$1.11
00164	MCKESSON MEDICAL-SURGICAL INC	12/26/2021	\$1.11
00164	MCKESSON MEDICAL-SURGICAL INC	12/29/2021	\$1.11
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2021	\$1.11
00164	MCKESSON MEDICAL-SURGICAL INC	1/4/2022	\$7.78
00164	MCKESSON MEDICAL-SURGICAL INC	11/10/2021	\$33.29
00164	MCKESSON MEDICAL-SURGICAL INC	12/20/2021	\$41.35
00164	MCKESSON MEDICAL-SURGICAL INC	1/3/2022	\$107.34
00164	MCKESSON MEDICAL-SURGICAL INC	12/24/2021	\$122.24
00164	MCKESSON MEDICAL-SURGICAL INC	1/4/2022	\$152.07
00164	MCKESSON MEDICAL-SURGICAL INC	11/8/2021	\$181.77
00164	MCKESSON MEDICAL-SURGICAL INC	12/20/2021	\$231.89
00164	MCKESSON MEDICAL-SURGICAL INC	12/23/2021	\$268.12
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2021	\$304.08
00164	MCKESSON MEDICAL-SURGICAL INC	12/21/2021	\$304.14
00164	MCKESSON MEDICAL-SURGICAL INC	12/18/2021	\$304.98
00164	MCKESSON MEDICAL-SURGICAL INC	12/28/2021	\$344.54
00164	MCKESSON MEDICAL-SURGICAL INC	12/26/2021	\$368.25
00164	MCKESSON MEDICAL-SURGICAL INC	12/22/2021	\$389.59
00164	MCKESSON MEDICAL-SURGICAL INC	12/19/2021	\$474.10
00164	MCKESSON MEDICAL-SURGICAL INC	12/21/2021	\$522.50
00164	MCKESSON MEDICAL-SURGICAL INC	12/19/2021	\$534.21
00164	MCKESSON MEDICAL-SURGICAL INC	12/23/2021	\$541.64
00164	MCKESSON MEDICAL-SURGICAL INC	12/29/2021	\$585.86
00164	MCKESSON MEDICAL-SURGICAL INC	12/16/2021	\$607.08
00164	MCKESSON MEDICAL-SURGICAL INC	12/28/2021	\$620.26
00164	MCKESSON MEDICAL-SURGICAL INC	1/4/2022	\$1,103.07
00164	MCKESSON MEDICAL-SURGICAL INC	12/29/2021	\$1,150.28
00164	MCKESSON MEDICAL-SURGICAL INC	1/3/2022	\$1,159.90
00164	MCKESSON MEDICAL-SURGICAL INC	1/3/2022	\$1,254.92
00164	MCKESSON MEDICAL-SURGICAL INC	1/1/2022	\$1,280.32
00164	MCKESSON MEDICAL-SURGICAL INC	12/29/2021	\$1,319.79
00164	MCKESSON MEDICAL-SURGICAL INC	12/23/2021	\$1,451.65
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2021	\$1,516.04
00164	MCKESSON MEDICAL-SURGICAL INC	12/26/2021	\$1,789.40
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2021	\$4,200.00
00164	MCKESSON MEDICAL-SURGICAL INC	12/24/2021	\$4,986.87
00164	MCKESSON MEDICAL-SURGICAL INC	12/22/2021	\$12,333.00
00164	MCKESSON MEDICAL-SURGICAL INC	12/27/2021	\$12,333.00
00164	MCKESSON MEDICAL-SURGICAL INC	12/27/2021	\$12,333.00

10235	MOBILE DRUGSCREENING SERVICES	12/14/2021	\$190.00	5 RANDOM DRUG SCREENS
10397	NEILANDS, GARYELLE	1/7/2022	\$1,350.00	18 PT PATIENTS
10065	NEWLIGHT HEALTHCARE LLC	12/31/2021	\$11,500.00	
10069	OFFICE DEPOT	12/23/2021	\$12.25	
10069	OFFICE DEPOT	1/10/2022	\$16.99	
10069	OFFICE DEPOT	1/11/2022	\$31.99	
10069	OFFICE DEPOT	12/30/2021	\$182.96	
10069	OFFICE DEPOT	11/23/2021	\$257.09	
78	OLIVER, HALIE	1/4/2022	\$3,150.00	18 PT PATIENTS
10141	OPTUM	12/6/2021	\$297.12	NOV INSURANCE CLAIMS
10237	OTT TO PRINT GREEN	12/23/2021	\$1,326.00	
10463	PCnet	12/21/2021	\$240.00	
10463	PCnet	1/7/2022	\$285.00	
10463	PCnet	12/29/2021	\$545.00	
10463	PCnet	1/4/2022	\$762.50	
10071	PENMAN SERVICES LTD	12/31/2021	\$560.91	
10196	POSITIVE PROMOTIONS, INC.	12/16/2021	\$440.84	
10472	POWLESS, TANNER	12/31/2021	\$600.00	STORAGE CLEANOUT
10391	PRINCIPAL LIFE INSURANCE COMPANY	12/17/2021	\$2,200.51	\$1,383.59 - HOSPITAL PORTION
10440	REED+CLAYMON	12/15/2021	\$373.00	LEGAL SERVICES
00176	RXPREFERRED BENEFITS	12/31/2021	\$250.98	340 B PROCESSING
10392	SHIFFLETT, KELSIE	1/2/2022	\$400.00	OT SERVICES
10361	SONO ART LLC	12/31/2021	\$790.00	3 ULTRASOUNDS, 2 ECHOS
10361	SONO ART LLC	12/15/2021	\$855.00	5 ULTRASOUNDS, 1 ECHO
00015	SPBS INC	12/22/2021	\$2,338.00	EQUIPMENT INSPECTION
10084	SPRINGHOUSE WATER	12/31/2021	\$0.46	
10084	SPRINGHOUSE WATER	12/30/2021	\$54.99	
10086	STERICYCLE INC	12/31/2021	\$688.75	
10016	SUPERIOR VISION OF TEXAS	12/15/2021	\$303.68	\$194.37 - HOSPITAL PORTION
10375	TAMARA DELACRUZ	12/27/2021	\$100.00	OT SERVICES
10375	TAMARA DELACRUZ	1/2/2022	\$300.00	OT SERVICES
10088	TEXAS HOSPITAL INSURANCE EXCHANGE	12/17/2021	\$6,544.00	2022 INSURANCE RENEWAL
10090	THE DRUG STORE	1/2/2022	\$27.01	
10090	THE DRUG STORE	1/2/2022	\$271.25	
10473	THROCKMORTON CHAMBER	12/15/2021	\$150.00	BUSINESS MEMBERSHIP
10474	THROCKMORTON COUNTY SHERIFF	11/24/2021	\$20.00	LED ROAD FLARES
17	THROCKMORTON ISD	1/12/2022	\$132.62	EMS HOUSE WATER & ELECTRIC
17	THROCKMORTON ISD	1/12/2022	\$550.00	EMS HOUSE RENT
10446	TXU ENERGY	12/22/2021	\$1,344.53	
10425	VERNON COLLEGE	12/26/2021	\$2,853.00	S. JACKSON TUITION

10445	VERNON COLLEGE BOOKSTORE	12/26/2021	\$353.70	S. JACKSON BOOKS
10116	VOSS, KINSI	12/9/2021	\$85.84	TSA MILEAGE REIMB.
10462	WAGNER SUPPLY COMPANY	12/13/2021	\$400.38	
21	WEST TEXAS RURAL COUNTIES ASSOCIATION	1/1/2022	\$38,918.00	COUNTY INS RENEWAL
10097	WILLIS SUPPLY	1/5/2022	\$576.30	
10098	WINDSTREAM	12/27/2021	\$28.33	
10098	WINDSTREAM	12/27/2021	\$138.33	
10098	WINDSTREAM	12/31/2021	\$1,471.11	
10099	XEROX CAPITAL SERVICES LLC	12/13/2021	\$25.00	
10099	XEROX CAPITAL SERVICES LLC	12/13/2021	\$25.00	

GRAND TOTAL:

\$289,688.74

TCMH Payroll		
	Payroll #: 2126	Payrol #: 2201
EMPLOYEE		
LaJuanna Atkinson	\$1,760.19	\$1,927.91
Craig Beasley	\$5,094.13	\$7,470.04
Karla Benson	\$1,513.66	\$1,206.24
Kathy Benson	\$465.15	\$446.89
Billy Boyd	\$2,035.77	\$1,991.82
Katrina Briles	\$748.95	\$550.48
Chelsea Carlile	\$254.54	\$253.89
Leslie Chambers	\$869.16	\$881.82
Stacy Clark	\$947.23	\$1,036.96
Melissa Cramer-Mclain		
Tiffany Crow	\$1,912.75	\$2,516.03
Geneva Dean	\$1,053.29	\$1,504.96
Tonya DeSautel	\$1,483.78	\$1,977.48
Carla Dormier	\$536.74	\$899.27
Shelby Elliott	\$300.42	\$123.81
Kristina Escalon		
Sandy Escalon	\$1,624.55	\$1,295.22
Lauren Everett	\$1,060.24	\$702.81
Kirby Gober	\$1,030.05	\$1,033.13
Melanie Gober	\$161.99	\$490.08
Erica Gonzales	\$380.82	
Tina Hantz	\$2,280.60	\$2,431.28
Calvin Hargrove	\$202.94	
Katie Harrison	\$381.50	\$175.84
Mary Hernandez	\$2,348.09	\$1,983.82
Caleb Hodges	\$1,867.30	\$1,408.68
Kelby Hodges	\$1,284.57	\$1,869.46
Sarah Ibarra	\$1,322.49	\$1,211.54
Brandon Jackson		\$491.97
Rhonda Jackson	\$738.36	\$1,837.29
Spencer Jackson	\$667.56	\$957.54
Lauren King	\$544.58	\$995.61
Randy King	\$3,370.68	\$3,381.50
Mindy Land	\$241.54	
Linda Latham	\$2,956.86	\$2,077.90
Susan Leal	\$1,282.89	\$964.54
Dobbi Makovy	\$1,054.79	\$1,046.23
Shelby Marrow	\$395.08	\$165.68
Lauren McEwen	\$4,305.50	\$2,586.66
Meagan Mickalson	\$488.40	\$345.76
Amber Myer	\$1,423.32	\$2,147.55
Shelly Navarro	\$827.42	\$1,243.48

Charlotte Norman	\$916.60	\$1,029.91
Marilyn Nutt	\$627.98	\$627.98
Dalayna Riddle	\$196.64	\$381.15
Julie Scott	\$1,076.21	\$1,189.10
Shannon Shahan	\$1,947.91	\$1,292.58
Amanda Shepherd	\$631.33	\$648.82
Wanda Skiles	\$1,492.92	\$1,728.91
Kathy Thorp	\$122.36	\$140.38
Kinsi Voss	\$3,369.92	\$3,470.67
Lynda Wadsworth	\$590.41	\$819.92
Whitney Waller	\$375.45	
Armenta K Wright	\$1,366.20	\$1,584.37
Total:	\$63,931.81	\$66,544.96

Rolling 12 Month Census 2020-2021

	2020		2021										Average	
	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug	Sept.	Oct.		
ADMISSIONS:														
INPATIENT	2	2	3	1	4	6	2	1	1	1	5	3	2	2.5
OBSERVATION	4	0	3	2	2	2	1	2	4	2	2	0	1	1.9
SWINGBED	1	2	1	3	2	1	1	3	1	3	1	0	1	1.5
RESPIRE	0	0	0	1	0	0	0	0	0	0	0	0	0	0.1
HOSPICE	0	1	0	0	0	0	0	0	0	1	0	0	0	0.2
TOTAL ADMISSIONS:	7.0	5.0	7.0	7.0	8.0	9.0	4.0	6.0	6.0	7.0	8.0	3.0	4.0	6.2
PATIENT DAYS:														
INPATIENT	10	6	7	3	8	16	7	3	2	6	15	10	6	7.6
OBSERVATION	5	0	3	4	2	2	1	2	6	3	2	0	1	2.4
SWINGBED	16	20	21	20	23	2	19	39	19	41	13	0	3	18.2
RESPIRE	0	0	0	5	0	0	0	0	0	0	0	0	0	0.4
HOSPICE	0	1	0	0	0	0	0	0	0	9	0	0	0	0.8
TOTAL PATIENT DAYS:	31.0	27.0	31.0	32.0	33.0	20.0	27.0	44.0	27.0	59.0	30.0	10.0	10.0	29.3
INSURANCE CLASSIFICATIONS:														
MEDICARE	4	2	3	6	6	4	2	5	6	6	4	1	2	3.9
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	3	1	4	0	0	3	2	1	0	0	4	1	1	1.5
NO INSURANCE	0	2	0	1	2	2	0	0	0	1	0	1	1	0.8
Total Admissions:	7.0	5.0	7.0	7.0	8.0	9.0	4.0	6.0	6.0	7.0	8.0	3.0	4.0	6.2
Insurance Days:														
MEDICARE	27	21	7	27	25	7	5	43	27	50	22	3	6	20.8
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	4	2	24	0	0	10	22	1	0	0	8	3	3	5.9
NO INSURANCE	0	4	0	5	8	3	0	0	0	9	0	4	1	2.6
Total Patient Days:	31.0	27.0	31.0	32.0	33.0	20.0	27.0	44.0	27.0	59.0	30.0	10.0	10.0	29.3
ER'S	29	25	28	16	24	35	29	32	47	34	40	47	23	31.5
OUTPATIENTS	9	11	8	11	14	3	9	14	12	10	12	17	26	12.0
Total	38.0	36.0	36.0	27.0	38.0	38.0	38.0	46.0	59.0	44.0	52.0	64.0	49.0	43.5
Clinic	207	174	257	346	311	231	270	313	248	248	163	197	273	249.1
Labs	681	712	765	596	680	759	616	854	685	935	931	728	956	761.4
X-Ray	62	40	51	35	52	47	47	59	59	66	45	54	42	50.7
Ultrasound	2	3	3	5	9	12	5	4	5	5	5	5	4	5.2

THE STATE OF TEXAS)

COUNTY OF THROCKMORTON)

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this 24th day of January, 2022 ("**Effective Date**") by and between Throckmorton County, Texas, whose address for purposes of this Agreement is Throckmorton ("**County**") and Inertia Wind Project, a Delaware limited liability company, whose address for purposes of this Agreement is 700 Universe Boulevard, Juno Beach, FL 33408, Attn: Development ("**Operator**").

RECITALS

WHEREAS, Operator is developing a commercial electrical generation facility named the Inertia Wind Project on a site located in Throckmorton and Haskell Counties, Texas (the "**Project**"); and

WHEREAS, Operator intends to obtain the necessary approvals to build, operate and maintain the Project, and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "**Roads**") over which it may be necessary for Operator and Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. The term of this Agreement shall begin upon its execution and expires one year following commercial operations.
2. Operator will undertake the following activities in accordance with the terms of this Agreement:

THE STATE OF TEXAS)

COUNTY OF THROCKMORTON)

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this 24th day of January, 2022 ("**Effective Date**") by and between Throckmorton County, Texas, whose address for purposes of this Agreement is Throckmorton ("**County**") and Inertia Wind Project, a Delaware limited liability company, whose address for purposes of this Agreement is 700 Universe Boulevard, Juno Beach, FL 33408, Attn: Development ("**Operator**").

RECITALS

WHEREAS, Operator is developing a commercial electrical generation facility named the Inertia Wind Project on a site located in Throckmorton and Haskell Counties, Texas (the "**Project**"); and

WHEREAS, Operator intends to obtain the necessary approvals to build, operate and maintain the Project, and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "**Roads**") over which it may be necessary for Operator and Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. The term of this Agreement shall begin upon its execution and expires one year following commercial operations.
2. Operator will undertake the following activities in accordance with the terms of this Agreement:

a. Designate a company representative with authority to represent Operator. As of the date of the Agreement, the company representative is Brian Burns and Victor Lopez at Nextera Energy Resources.

b. At least fifteen (15) days prior to beginning construction of the Project, provide the County with a preliminary site plan identifying improvement locations, site access points, and road crossings, to be attached as **Exhibit A**, along with the preliminary transportation route for the Project equipment attached as **Exhibit B**, subject to amendment;

c. Provide plans to the County for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Operator during construction of the Project; make any necessary improvements; and at the conclusion of construction, remove any such improvements as the County directs and restore the affected property to its original condition;

d. Notify the designated County representative in advance of all oversize transportation and crane crossings over, across or along any Road;

e. Transport or cause to be transported the oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

f. Provide reasonable advance notice to the County when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Operator will provide no less than twenty-four (24) hours notice when reasonably practicable and will provide all materials necessary to close the Road;

g. Provide signage of all road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by the County;

h. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Operator and/or a Operator Representative during the hauling of materials and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Operator and/or a Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to such damage occurring, to the extent reasonably possible;

3. The County, in accordance with the terms of this Agreement, agrees that it shall:

a. Within fifteen (15) days following the Effective Date of this Agreement, designate in writing via e-mail, regular mail or other written communication a County representative(s) with authority to represent the County providing name, telephone, e-mail address for representative(s);

b. Timely perform routine and regular maintenance of the Roads including: grading, striping, routine signage, and regularly scheduled maintenance and repair. During the construction of the Project, Operator shall perform daily maintenance of the Roads, as necessary.

a. Indemnity.

1. Parties agree the County is governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. County warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act. Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, lenders, officers, employees and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party. Each party is solely responsible for the actions and omissions of its employees and officers. The County does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

2. Operator agrees to indemnify and save harmless County from any claim, action, liability, loss, damage or suit arising or resulting from Operator's use of or operation on the Roads.

b. Limitations of Liability. In no event shall Operator or any of its members, officers, directors or employees or the County or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. Required Insurance. Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

5. End of Project Life

Should Operator decide to substantially disassemble and/or abandon the Project and the result of such activity would require use of the Roads, Operator agrees to return the Roads to the same or better condition than they were on the day the end of Project began, with all costs associated to be borne solely by Operator.

6. Miscellaneous

a. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall not be exclusive of any other remedy available at law or in equity.

b. Due Authorization. Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Operator. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

f. Assignment. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

h. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, irrespective of any conflict of laws or provisions.

Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

i. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

j. Invalid Terms. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

k. Waiver. Failure of County or Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

l. Approval. Whenever in this Agreement the approval or consent of either County or Operator is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.


m. Litigation. In any litigation arising from or related to this Agreement, the parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement. The parties agree that venue for any dispute or matter arising under this Agreement shall lie in Throckmorton County, Texas.

*[remainder of page intentionally left blank]
signatures begin on following page*


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

Operator:

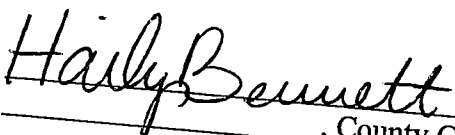
Inertia Wind Project,
a Delaware limited liability company

By: 
Anthony Pedroni, Vice President

County:

By: 
County Judge

ATTEST:

By: , County Clerk

Approved as to Form:

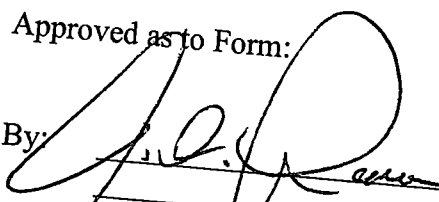
By: 
County Attorney

EXHIBIT A

Site Plan

EXHIBIT B

Transportation Route

TAX ABATEMENT AGREEMENT
Between
THROCKMORTON COUNTY, TEXAS and INERTIA WIND PROJECT LLC

This Tax Abatement Agreement (this “Agreement”) is entered into by and between Throckmorton County, Texas (the “County”) duly acting herein by and through its County Judge, and Inertia Wind Project LLC, a Delaware limited liability company (together with its successors and assigns, “Owner”). This Agreement shall have an “Effective Date” of January 24, 2022.

Recitals:

A. Election to Participate in Tax Abatement. On or about June 22, 2020, the Commissioners Court of Throckmorton County, Texas (the “Commissioners Court”) adopted an order stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the “Act”).

B. Adoption of Tax Abatement Guidelines and Criteria. On or about June 22, 2020, the Commissioners Court approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the “Guidelines”).

C. Public Hearing on Designation of Reinvestment Zone. On October 25, 2021, the Commissioners Court conducted a public hearing on the advisability of designating the Throckmorton County Reinvestment Zone 2021-1, which public hearing was preceded by notice published on October 8, 2021, in the Throckmorton Tribune, a newspaper of general circulation within Throckmorton County, Texas.

D. Designation of Reinvestment Zone. On October 25, 2021, following the conclusion of the public hearing, the Commissioners Court passed and approved an *Order Approving Motion for Designation of Throckmorton County Reinvestment Zone*, which was executed by the County Judge and the County Commissioners and attested by the County Clerk, and designates all or portions of the tracts of land described therein as the Throckmorton County Reinvestment Zone 2021-1 (herein, the “Reinvestment Zone”).

E. Agreement Consistent with the Act and Guidelines. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency; provided, this Agreement shall control in the event of any conflict between the terms of this Agreement and the Guidelines, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.