

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS & COUNSELORS AT LAW

808 WEST AVE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILIE: (512) 494-9919

July 20, 2020

**KEVIN O'HANLON**

CERTIFIED, CIVIL APPELATE

CERTIFIED, CIVIL TRIAL

Local Government Assistance & Economic  
Analysis Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528

RE: Value Limitation Agreement between Vernon Independent School District and Western  
Trail Wind, LLC (#1424)

To the Local Government Assistance & Economic Analysis Division:

Enclosed please find a final copy each of the materials submitted to, and approved by, the Vernon ISD Board of Trustees on April 20, 2020. The package contains a copy each of the Findings entered by the Board. A fully executed set of originals of these documents will be maintained in the Board's records. Attached to each of the Findings, please find 1) a copy of the Application; 2) a copy of the Comptroller's appraisal of the project; 3) a copy of the economic impact study; 4) a copy of the financial impact study; and, 5) the final participation agreement.

Please do not hesitate to call with any questions.

Sincerely,

William Eggleston

Legal Assistant to Kevin O'Hanlon

**FINDINGS OF THE VERNON  
INDEPENDENT SCHOOL DISTRICT BOARD  
OF TRUSTEES  
UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE  
APPLICATION SUBMITTED  
BY  
WESTERN TRAIL WIND, LLC**



April 20, 2020

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**FINDINGS OF THE  
VERNON INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE APPLICATION SUBMITTED BY  
WESTERN TRAIL WIND, LLC (#1424)**

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**APRIL 20, 2020**

FINDINGS OF THE VERNON INDEPENDENT SCHOOL  
DISTRICT BOARD OF TRUSTEES UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE APPLICATION SUBMITTED BY WESTERN  
TRAIL WIND, LLC (#1424)

STATE OF TEXAS §

COUNTY OF WILBARGER §

On April 20, 2020, a public meeting of the Board of Trustees of the Vernon Independent School District (“District”) was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of Western Trail Wind, LLC (“Applicant”) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. The Board of Trustees has considered the economic impact analysis and the project certification issued by the Texas Comptroller of Public Accounts. After hearing presentations from the District’s administrative staff, and from consultants retained by the District to advise the Board in this matter, and after considering the relevant documentary evidence, the Board of Trustees makes the following findings with respect to application from Applicant, and the economic impact of that application:

On July 15, 2019, the Superintendent of the District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts (“Comptroller”) received an Application from Applicant for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Application was determined to be complete as of December 18, 2019. A copy of the Application is attached as **Attachment A**.

The Applicant, (Texas Taxpayer Id. 32066890602), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**.

The Board of Trustees acknowledged receipt of the Application, along with the requisite application fee, established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Comptroller for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Wilbarger County Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054.

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on February 25, 2020, in which the Comptroller has determined, inter alia, that: 1) Application is subject to the provisions of Chapter 171, Texas Tax Code; 2) the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised values; 3) the proposed project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25<sup>th</sup> anniversary of the beginning of the limitation period; and, 4) the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. A copy of the Certificate is attached to the findings as **Attachment C**.

The Board of Trustees has previously directed that a specific financial analysis be conducted concerning the impact of the proposed value limitation on the finances of District. A copy of the report prepared by Moak, Casey & Associates, Inc., is attached to these findings as **Attachment D**. An updated financial summary has also been prepared, reflecting updates to the original application.

The Board of Trustees has confirmed that the taxable value of property in the District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in **Attachment E**.

The Texas Education Agency has evaluated the impact of the project on the District's facilities. TEA's determination is to be attached to these findings as **Attachment F**.

The Board has adopted the Texas Economic Development Agreement (Form 50-826) as promulgated by the Comptroller's Office. Form 50-826 has been altered only in

accordance only the provisions of the template that the Comptroller permitted. The proposed Agreement is attached to these findings as **Attachment G**.

After review of the Comptroller's Certificate and economic analysis, and in consideration of its own studies the Board finds:

**Board Finding Number 1.**

**The Board finds that the property described in the Application meets the requirements of Tex. Tax Code §313.024 for eligibility for a limitation on appraised value.**

In support of Finding 1, the Application indicates that:

Western Trail Wind, LLC is requesting a Chapter 313 appraised value limitation agreement from Vernon ISD for a proposed renewable energy project using wind turbines ("Project") to be constructed partially in Vernon ISD (Wilbarger County) and partially in Harrold ISD (Wilbarger County). The portion of the Project located in Vernon ISD is the subject of these findings.

The installed capacity of the proposed Project is expected to be approximately 252 megawatts ("MW"). The portion of the Project located in Vernon ISD is anticipated to utilize 54 wind turbines for a total of 151.2 MW.

In addition to the wind turbines, the Project will also include the following improvements:

- An operations and maintenance building;
- A series of new access roads to the turbines;
- Underground electrical collection cables;
- Meteorological towers;
- A substation; and
- Overhead transmission lines connecting to a substation at the point of interconnection.

Construction of the Project is expected to commence in December 2020 and is anticipated to be complete in the fourth quarter of 2021.

Property used for renewable electric energy generation is eligible for a limitation under §313.024(b)(5).

**Board Finding Number 2.**

**The project proposed by the applicant is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue, including state tax revenue, school district maintenance**

**and operations ad valorem tax revenue attributable to the project, and any other tax revenue attributable to the effect of the project on the economy of the state, in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement (as detailed in Attachment B of the Comptroller's Certification).**

**Board Finding Number 3.**

**Based on the information certified by the Comptroller, the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state (as detailed in Attachment C of the Comptroller's Certification).**

**Board Finding Number 4.**

**The Board finds that the Application Fee received was reasonable and only in such an amount as was necessary to cover the District's costs of processing the Application under consideration.**

In support of Finding 4, the Board reviewed the Application Fee payment included in the Application at Attachment A, the contract with the District's consultants and the internal costs for processing the application, if any.

**Board Finding Number 5.**

**Based upon the Application and in the Comptroller's Economic Impact Evaluation and Certification, Attachment A, the Board finds that the number of jobs to be created and the wages to be paid comply with the requirements of statute; and, the Board further finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions and information related to job creation requirements, to wit: the provisions set forth in Subsections 9.1C&D of such Agreement.**

In its Application, the Applicant has committed to creating four (4) new qualifying job. The average salary level of qualifying jobs must be at least \$55,728 per year. The review of the application by the Comptroller's Office indicated that this amount—based on Texas Workforce Commission data—complies with current Tex. Tax Code §313.021(5)(B) requirement that qualifying jobs must pay 110 percent of the county average manufacturing wage. As defined in Section 313.021 of the Tax Code, "Qualifying Job" means a permanent full-time job that:

- (A) requires at least 1,600 hours of work a year;
- (B) is not transferred from one area in this state to another area in this state;
- (C) is not created to replace a previous employee;
- (D) is covered by a group health benefit plan for which the business offers to pay at least 80 percent of the premiums or other charges assessed for employee-only coverage under the plan, regardless of whether an employee may voluntarily waive the coverage; and
- (E) pays at least 110 percent of the county average weekly wage for manufacturing jobs in the county where the job is located.

**Board Finding Number 6.**

**Based upon the information provided to the District with regard to the industry standard for staffing ratios of similar projects in the State of Texas, the District has determined that if the job creation requirement set forth in Texas Tax Code § 313.021(2)(A)(iv)(b) was applied, for the size and scope of the project described in the Application, the required number of jobs meets or exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility.**

**Board Finding Number 7.**

**The Applicant does not intend to create any non-qualifying jobs.**

In its Application, Applicant has indicated that it does not intend to create any non-qualifying jobs. For any non-qualifying jobs the Applicant should create, the Applicant will be required to pay at least the county average wage of \$37,843 for all jobs in the county in accordance with the provisions of Tex. Tax Code §313.024(d).

**Board Finding Number 8.**

**The revenue gains that will be realized by the school district if the Application is approved will provide additional financial support in the long-term, with special reference to revenues used for supporting school district debt.**

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$157.2 million to the tax base that would be available for

debt service purposes at the peak investment level for the 2022-23 school year. The current Vernon ISD I&S tax base used for payments of voter-approved bonds exceeds the level of eligibility for state support from the Existing Debt Allotment (EDA) or Instructional Facilities Allotment (IFA) programs. The increased value of the I&S tax base associated with this project will provide a modest benefit to VISD taxpayers if the Agreement is approved and the project is constructed as outlined in the Application.

**Board Finding Number 9.**

**The effect of the applicant's proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District's facility needs, with current trends suggest little underlying enrollment growth based on the impact of the project.**

The summary of financial impact prepared by Moak, Casey & Associates, Inc., indicates that there will be little to no impact on school facilities created by the new project. This finding is confirmed by the TEA evaluation of this project's impact on the number and size of school facilities in the District as stated in **Attachment F**.

**Board Finding Number 10.**

**The Board finds that with the adoption of District Policy CCGB (Local), implemented in conformance with both Comptroller and Texas Education Agency Rules governing Chapter 313 Agreements, it has developed a process to verify, either directly or through its consultants, the accuracy and completeness of information in annual eligibility reports and biennial progress reports regarding (1) the reported number of jobs created and (2) the reported amount invested in the property.**

**Board Finding Number 11.**

**The Board of Trustees hired consultants to review and verify the information in the Application. Based upon the consultants' review, the Board has determined that the information provided by the Applicant is true and correct.**

The Board has developed a written policy CCGB (Local) which requires, upon the filing of an Application under Tax Code Chapter 313, the retention of consultants in order to

verify: (1) that Applicant's information contained in the Application as to existing facts is true and correct; (2) that Applicant's information contained in the Application with respect to projections of future events are commercially reasonable and within the ability of Applicant to execute; (3) that information related to job creation is commercially reasonable and within the ability of Applicant to execute; (4) that Applicant's representations concerning and economic incentives being offered, if any, and (5) the proposed project meets eligibility requirements.

As a part of its verification process the Board notes that the Chapter 313 Application for which these Findings are being made has been submitted by the Applicant under oath. Chapter 313 Applications are governmental records under Tex. Penal Code §37.01(2)(A); as a result, all statements contained therein are representations of fact within the meaning of Tex. Penal Code § 37.01(3). Since Board action upon the adoption of these Findings and the approval of the Chapter 313 Tax Limitation Agreement (**Attachment G**) is an "official proceeding," a false statement on a Chapter 313 application constitutes perjury under Tex. Penal Code § 37.03.

The Board finds that sworn statements are routinely used as an acceptable verification method for reliance by fact finders in each of the three separate branches of government, including trials.

The consultants have prepared signed statements that the consultants have reviewed and verified the contents of the Application and have determined that the current statements of fact contained in the Application are true and correct. (**Attachment H**) The Board finds that reliance by the Board and its consultants upon verified statements of the Applicant, especially as to Applicant's future intentions which cannot be objectively verified is reasonable and within the intent of Chapter 313, Texas Tax Code.

#### **Board Finding Number 12.**

**The Board of Trustees has determined that the Tax Limitation Amount requested by Applicant is currently Thirty Million Dollars, which is**

**consistent with the minimum values currently set out by Tax Code, § 313.054(a).**

The Board finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**), in accordance with Comptroller's Form 50-826, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement. According to the Texas Comptroller of Public Accounts' School and Appraisal Districts' Property Value Study 2018 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year (**Attachment E**). The total industrial value for the District is \$405,254,800. The District is categorized as a Subchapter C district. Given that the value of industrial property is \$200 million or more, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

**Board Finding Number 13.**

**The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all necessary provisions and information related to establishing the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement.**

The Board relies on the certifications of its consultants and the Comptroller's Approval of the Agreement form to make this Finding. (**Attachment I**)

**Board Finding Number 14.**

**The Applicant (Taxpayer No. 32066890602) is eligible for the limitation on appraised value of qualified property as an active franchise-tax paying entity.**

The Applicant, (Texas Taxpayer No. 32066890602), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**. The Board also finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**) contains all required provisions necessary for the Board to assess eligibility of any business to which an agreement is transferred.

**Board Finding Number 15.**

**The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District, and such provisions comply with the specific terms of Texas Tax Code, Chapter 313.**

In support of this finding, the finance report prepared by Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss in the initial year that the value limitation is in effect without the proposed Agreement under current law. With this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. The Agreement contains adequate revenue protection measures for the duration of the Agreement. In support of this Finding, the Board relies upon the recommendation of its consultants. (**Attachment H**)

**Board Finding Number 16.**

**The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions necessary for the Board to assess performance standards and to require periodic deliverables that will enable it to hold businesses accountable for achieving desired results, to wit: the reporting requirements set forth in Article VIII of said Agreement.**

**Board Finding Number 17.**

**The Board finds that there are no conflicts of interest at the time of considering the agreement.**

The Board finds that with the adoption of District Policies BBFA and BBFB, both (Legal) and (Local), set forth at <https://pol.tasb.org/Home/Index/1233>, that it has taken appropriate action to ensure that all District Trustees and the Superintendent, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

In addition, at the public hearing, the Board caused the statement set forth in **Attachment J** to be read into the public record and that only Board members audibly responding that

no conflict of interest existed either deliberated or voted on the Tax Limitation Agreement, these Findings or any matter relating to the Application upon which these Findings have been premised.

The Board finds that with the adoption of District Policies DBD, DGA, DH, and BBFB, both (Legal) and (Local) that it has taken appropriate action to ensure that all District employees and/or consultants, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that that no non-disclosed conflicts of interest exist as to the Application for which these Findings are being made, as of the time of action on these Findings.

**Board Finding Number 18.**

**The Board directs that a link on its Website be established to the Comptroller's Office Website where appraisal-limitation-related documents are made available to the public.**

**Board Finding Number 19.**

**Considering the purpose and effect of the law and the terms of the Agreement, that it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.**

It is therefore ORDERED that the Agreement attached hereto as **Attachment G** is approved and hereby authorized to be executed and delivered by and on behalf of the District. It is further ORDERED that these findings and the Attachments referred to herein be attached to the Official Minutes of this meeting and maintained in the permanent records of the Board of Trustees of the District.

Dated the 20<sup>th</sup> day of April 2020.

VERNON INDEPENDENT SCHOOL DISTRICT

By: Emory Byers  
Emory Byers  
President, Board of Trustees

ATTEST:  
By: Tom Scott  
Tom Scott  
Secretary, Board of Trustees

Attachment A

Application

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE  
AUSTIN, TEXAS 78701  
TELEPHONE: (512) 494-9949  
FACSIMILE: (512) 494-9919

August 30, 2019

Local Government Assistance & Economic Analysis  
Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528

RE: Application to the Vernon Independent School District from Western Trail Wind, LLC

To the Local Government Assistance & Economic Analysis Division:

By copy of this letter transmitting the application for review to the Comptroller's Office, the Vernon Independent School District is notifying Western Trail Wind, LLC of its intent to consider the application for appraised value limitation on qualified property should a positive certificate be issued by the Comptroller. Please prepare the Economic Impact Report.

The Applicant submitted the Application to the school district on July 15, 2019. The Board voted to accept the application on July 15, 2019. The application has been determined complete as of August 30, 2019. The Applicant has provided the schedules in both electronic format and paper copies. The electronic copy is identical to the hard copy that will be hand delivered.

A copy of the application will be submitted to the Wilbarger County Appraisal District.

Sincerely,



Kevin O'Hanlon  
School District Consultant

Cc: Wilbarger County Appraisal District  
Western Trail Wind, LLC

## APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001 (7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	<p>Maps that clearly show:</p> <ul style="list-style-type: none"> <li>a) Project vicinity</li> <li>b) Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period</li> <li>c) Qualified property including location of new buildings or new improvements</li> <li>d) Existing property</li> <li>e) Land location within vicinity map</li> <li>f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size</li> </ul> <p><b>Note:</b> Electronic maps should be high resolution files. Include map legends/markers.</p>
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of three possible wage requirements with TWC documentation
14	Schedules A1, A2, B, C and D completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	<p>Description of Reinvestment or Enterprise Zone, including:</p> <ul style="list-style-type: none"> <li>a) evidence that the area qualifies as a enterprise zone as defined by the Governor's Office</li> <li>b) legal description of reinvestment zone*</li> <li>c) order, resolution or ordinance establishing the reinvestment zone*</li> <li>d) guidelines and criteria for creating the zone*</li> </ul> <p><b>* To be submitted with application or before date of final application approval by school board</b></p>
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>

**Tab Item 1**

**Pages 1 through 11 of Application**

# Application for Appraised Value Limitation on Qualified Property

(Tax Code, Chapter 313, Subchapter B or C)

**INSTRUCTIONS:** This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
  - the date on which the school district received the application;
  - the date the school district determined that the application was complete;
  - the date the school board decided to consider the application; and
  - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application not later than the 150th day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at [comptroller.texas.gov/economy/local/ch313/](http://comptroller.texas.gov/economy/local/ch313/). There are links to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

## SECTION 1: School District Information

### 1. Authorized School District Representative

July 15, 2019

Date Application Received by District

Jeff Byrd

First Name

Last Name

Superintendent

Title

Vernon Independent School District

School District Name

1713 Wilbarger Street

Street Address

1713 Wilbarger Street

Mailing Address

Vernon

Texas

76384

City

State

ZIP

940.553.1900

940.553.3802

Phone Number

Fax Number

jeff.byrd@visdtx.org

Mobile Number (optional)

Email Address

2. Does the district authorize the consultant to provide and obtain information related to this application?  Yes  No

**SECTION 1: School District Information (continued)**

**3. Authorized School District Consultant (If Applicable)**

Daniel	Casey
First Name	Last Name
Partner	
Title	
Moak, Casey, & Associates	
Firm Name	
512-485-7878	512.485.7888
Phone Number	Fax Number
	dcasey@moakcasey.com
	Email Address
Mobile Number (optional)	
4. On what date did the district determine this application complete? .....	
August 30, 2019	
5. Has the district determined that the electronic copy and hard copy are identical? .....	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION 2: Applicant Information**

**1. Authorized Company Representative (Applicant)**

Philip	Moore	
First Name	Last Name	
Senior Vice President - Development	Lincoln Clean Energy, LLC	
Title	Organization	
401 N Michigan Ave., Ste. 501		
Street Address		
401 N Michigan Ave., Ste. 501		
Mailing Address		
Chicago	IL	60611
City	State	ZIP
512-767-7461	312-527-0538	
Phone Number	Fax Number	
	pmoore@lincolnclean.com	
	Business Email Address	
6. Will a company official other than the authorized company representative be responsible for responding to future information requests? .....		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
2a. If yes, please fill out contact information for that person.		

Charlie	Smith	
First Name	Last Name	
Senior Director of Development	Lincoln Clean Energy, LLC	
Title	Organization	
401 N. Michigan Ave, Suite 501		
Street Address		
401 N. Michigan Ave, Suite 501		
Mailing Address		
Chicago	IL	60611
City	State	ZIP
312-422-1604	312-527-0538	
Phone Number	Fax Number	
	csmith@lincolnclean.com	
	Business Email Address	
3. Does the applicant authorize the consultant to provide and obtain information related to this application? .....		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

David

Sewell

First Name

Last Name

Attorney

Title

Stahl, Davies, Sewell, Chavarria & Friend, LLP

Firm Name

(512) 346-5558

(512) 346-2712

Phone Number

Fax Number

dsewell@sbaustinlaw.com

Business Email Address

SECTION 3: Fees and Payments

- 1. Has an application fee been paid to the school district? [checked] Yes [ ] No

The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

1a. If yes, attach in Tab 2 proof of application fee paid to the school district.

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

- 2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? [ ] Yes [checked] No [ ] N/A
3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? [ ] Yes [checked] No [ ] N/A

SECTION 4: Business Applicant Information

- 1. What is the legal name of the applicant under which this application is made? Western Trail Wind, LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32066890602
3. List the NAICS code 221115
4. Is the applicant a party to any other pending or active Chapter 313 agreements? [ ] Yes [checked] No
4a. If yes, please list application number, name of school district and year of agreement

SECTION 5: Applicant Business Structure

- 1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Corporation
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? [checked] Yes [ ] No
2a. If yes, attach in Tab 3 a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.
3. Is the applicant current on all tax payments due to the State of Texas? [checked] Yes [ ] No
4. Are all applicant members of the combined group current on all tax payments due to the State of Texas? [checked] Yes [ ] No [ ] N/A
5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in Tab 3)

Empty rectangular box for explanation of tax delinquencies or litigation.

**SECTION 6: Eligibility Under Tax Code Chapter 313.024**

1. Are you an entity subject to the tax under Tax Code, Chapter 171?  Yes  No
2. The property will be used for one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
  - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051  Yes  No
3. Are you requesting that any of the land be classified as qualified investment?  Yes  No
4. Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
5. Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
6. Are you including property that is owned by a person other than the applicant?  Yes  No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

**SECTION 7: Project Description**

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:
 

<input type="checkbox"/> Land has no existing improvements	<input checked="" type="checkbox"/> Land has existing improvements ( <i>complete Section 13</i> )
<input type="checkbox"/> Expansion of existing operation on the land ( <i>complete Section 13</i> )	<input type="checkbox"/> Relocation within Texas

**SECTION 8: Limitation as Determining Factor**

1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No
3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No
7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

**Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.**

**SECTION 9: Projected Timeline**

- 1. Application approval by school board ..... Q4 2019
- 2. Commencement of construction ..... December 2020
- 3. Beginning of qualifying time period ..... 1/1/2020
- 4. First year of limitation ..... 1/1/2022
- 5. Begin hiring new employees ..... Q4 2021
- 6. Commencement of commercial operations ..... Q4 2021
- 7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date *(date your application is finally determined to be complete)*? .....  Yes  No  
**Note:** Improvements made before that time may not be considered qualified property.
- 8. When do you anticipate the new buildings or improvements will be placed in service? ..... Q4 2021

**SECTION 10: The Property**

- 1. Identify county or counties in which the proposed project will be located Wilbarger County
- 2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Wilbarger County Appraisal District
- 3. Will this CAD be acting on behalf of another CAD to appraise this property? .....  Yes  No
- 4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:  
 County: Wilbarger, \$0.49873, 100% City: \_\_\_\_\_  
(Name, tax rate and percent of project) (Name, tax rate and percent of project)  
 Hospital District: General Hospital, 0.160466, 100% Water District: \_\_\_\_\_  
(Name, tax rate and percent of project) (Name, tax rate and percent of project)  
 Other (describe): Vernon College, 0.232367, 100% Other (describe): \_\_\_\_\_  
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
- 5. Is the project located entirely within the ISD listed in Section 1? .....  Yes  No  
 5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
- 6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? .....  Yes  No  
 6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

**SECTION 11: Investment**

**NOTE:** The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at [comptroller.texas.gov/economy/local/ch313/](http://comptroller.texas.gov/economy/local/ch313/).

- 1. At the time of application, what is the estimated minimum qualified investment required for this school district? ..... 30,000,000.00
- 2. What is the amount of appraised value limitation for which you are applying? ..... 30,000,000.00  
**Note:** The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
- 3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? .....  Yes  No
- 4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
  - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
  - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
  - c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (**Tab 11**).
- 5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? .....  Yes  No

**SECTION 12: Qualified Property**

1. Attach a detailed description of the qualified property. [See §313.021(2)] (If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
  - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 8);
  - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (Tab 8); and
  - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (Tab 11).
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)?  Yes  No
  - 2a. If yes, attach complete documentation including:
    - a. legal description of the land (Tab 9);
    - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
    - c. owner (Tab 9);
    - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
    - e. a detailed map showing the location of the land with vicinity map (Tab 11).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303?  Yes  No
  - 3a. If yes, attach the applicable supporting documentation:
    - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (Tab 16);
    - b. legal description of reinvestment zone (Tab 16);
    - c. order, resolution or ordinance establishing the reinvestment zone (Tab 16);
    - d. guidelines and criteria for creating the zone (Tab 16); and
    - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (Tab 11)
  - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? \_\_\_\_\_

**SECTION 13: Information on Property Not Eligible to Become Qualified Property**

1. In Tab 10, attach a specific and detailed description of all existing property. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all proposed new property that will not become new improvements as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in Tab 10:
  - a. maps and/or detailed site plan;
  - b. surveys;
  - c. appraisal district values and parcel numbers;
  - d. inventory lists;
  - e. existing and proposed property lists;
  - f. model and serial numbers of existing property; or
  - g. other information of sufficient detail and description.
4. Total estimated market value of existing property (that property described in response to question 1): ..... \$ \_\_\_\_\_ 0.00
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property  
(that property described in response to question 2): ..... \$ \_\_\_\_\_ 0.00

**Note:** Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.

SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? ..... 0
2. What is the last complete calendar quarter before application review start date:  
 First Quarter     Second Quarter     Third Quarter     Fourth Quarter of 2019  
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? ..... 0  
**Note:** For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? ..... 4
5. What is the number of new non-qualifying jobs you are estimating you will create? ..... 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? .....  Yes     No  
 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).  
 a. Average weekly wage for all jobs (all industries) in the county is ..... 718.75  
 b. 110% of the average weekly wage for manufacturing jobs in the county is ..... 1,067.00  
 c. 110% of the average weekly wage for manufacturing jobs in the region is ..... 1,106.01
8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? .....  §313.021(5)(A) or  §313.021(5)(B)
9. What is the minimum required annual wage for each qualifying job based on the qualified property? ..... 57,512.40
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? ..... 57,512.40
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? .....  Yes     No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? .....  Yes     No  
 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? .....  Yes     No  
 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

**Tab Item 2**

**Proof of Payment of Application Fee**

**(see enclosed)**

Proof of payment of filing fee received by the  
Comptroller of Public Accounts per TAC Rule  
§9.1054 (b)(5)

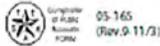
*(Page Inserted by Office of Texas Comptroller of  
Public Accounts)*

### Tab Item 3

#### Documentation of Combined Group Membership under Texas Tax Code 171.0001(7)

Documentation from Texas Comptroller's Franchise Tax Division to demonstrate combined group membership:

1. Western Trail Wind, LLC is a Delaware Limited Liability Company formed on April 13<sup>th</sup>, 2018.
2. Western Trail Wind, LLC is registered in the State of Texas as a foreign limited liability company, File Number 802992176, in the Office of the Secretary of State. Taxpayer number 32066890602.
3. Western Trail Wind, LLC has one member with 100% ownership, Lincoln Clean Energy, LLC, which is registered in the State of Texas as a foreign limited liability company, File Number 0802369618, in the Office of the Secretary of State. Taxpayer number 32059303761.
4. Contact information for Western Trail Wind, LLC is as follows:
  - a. Contact: Philip Moore
  - b. Phone: (512) 767 – 7461
  - c. Email: [pmoore@lincolnclean.com](mailto:pmoore@lincolnclean.com)
5. In addition, we have attached Form 05-166 (Texas Franchise Tax Affiliate Schedule) for Lincoln Clean Energy, LLC. Lincoln Clean Energy, LLC's affiliates are: Tahoka Wind, LLC; Lockett Windfarm, LLC; Willow Springs Wind Farm, LLC; Dermott Wind, LLC; Rockwood Energy Center, LLC; Staked Plains Energy, LLC; SP Energy 1, LLC; Shawnee Energy Center, LLC; Wayside Wind, LLC; Sage Draw Wind, LLC; Antelope Flats Wind, LLC; St. Lawrence Solar; SP Energy DM, LLC; SP Energy ET, LLC; SP Energy GL, LLC; SP Energy PV, LLC; SP Energy TL, LLC; LCE Asset Management Services, LLC; Lincoln Clean Energy Development, LLC; Helena Wind, LLC; Western Trail Wind, LLC; 2W Permian Solar, LLC, and Barranca Wind Energy, LLC



Texas Franchise Tax Extension Affiliate List

Tcode 13298 Franchi

FILING REQUIREMENTS

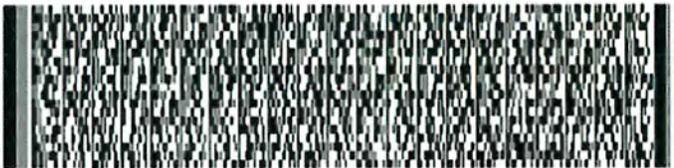
Reporting entity taxpayer number: 3 2 0 5 9 3 0 3 7 6 1  
 Report year: 2 0 1 8  
 Reporting entity taxpayer name: Lincoln Clean Energy, LLC

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. TAHOKA WIND, LLC	3 2 0 6 1 8 6 2 3 8 2	<input type="radio"/>
2. LOCKETT WINDFARM, LLC	3 2 0 5 7 0 2 5 9 8 6	<input type="radio"/>
3. WILLOW SPRINGS WINDFARM, LLC	3 2 0 5 6 6 9 8 2 6 2	<input type="radio"/>
4. DERMOTT WIND, LLC	3 2 0 5 6 7 6 8 1 1 5	<input type="radio"/>
5. ROCKWOOD ENERGY CENTER, LLC	3 2 0 5 4 4 9 4 9 2 0	<input type="radio"/>
6. STAKED PLAINS ENERGY, LLC	3 2 0 5 9 7 5 9 4 5 9	<input type="radio"/>
7. SP ENERGY 1, LLC	3 2 0 6 0 2 9 4 4 6 2	<input type="radio"/>
8. SHAWNEE ENERGY CENTER, LLC	3 2 0 5 6 7 5 1 3 9 2	<input type="radio"/>
9. WAYSIDE WIND, LLC	3 2 0 5 9 3 4 2 6 8 6	<input type="radio"/>
10. SAGE DRAW WIND, LLC	3 2 0 6 1 8 8 3 3 3 9	<input type="radio"/>
11. ANTELOPE FLATS WIND, LLC	3 2 0 6 1 8 4 2 0 9 5	<input type="radio"/>
12. ST. LAWRENCE SOLAR	3 2 0 5 9 7 7 5 9 0 1	<input type="radio"/>
13. SP ENERGY DM, LLC	3 2 0 6 0 9 5 5 0 0 5	<input type="radio"/>
14. SP ENERGY ET, LLC	3 2 0 6 0 9 5 5 0 5 4	<input type="radio"/>
15. SP ENERGY GL, LLC	3 2 0 6 0 9 5 5 1 1 2	<input type="radio"/>
16. SP ENERGY PV, LLC	3 2 0 6 1 1 1 6 8 3 9	<input type="radio"/>
17. SP ENERGY TL, LLC	3 2 0 6 1 1 1 6 8 5 4	<input type="radio"/>
18. LCE ASSET MANAGEMENT SERVICES, LLC	3 2 0 6 1 5 2 9 2 6 2	<input type="radio"/>
19. LINCOLN CLEAN ENERGY DEVELOPMENT, LLC	3 2 0 5 3 5 1 9 6 7 7	<input type="radio"/>
20. HELENA WIND, LLC	3 2 0 6 6 9 2 1 2 2 5	<input type="radio"/>
21. WESTERN TRAIL WIND, LLC	3 2 0 6 6 8 9 0 6 0 2	<input type="radio"/>

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request) must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request.

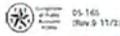
Do not file this form when requesting a second extension.

Texas Comptroller Official Use Only



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Texas Franchise Tax Extension Affiliate List

Tcode 13298 Franchi

FILING REQUIREMENTS

Reporting entity taxpayer number: 3 2 0 5 9 3 0 3 7 6 1  
 Report year: 2 0 1 8  
 Reporting entity taxpayer name: Lincoln Clean Energy, LLC

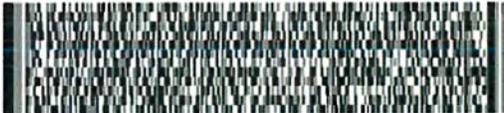
LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER <small>(if none, enter FE number)</small>	BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1-2W PERMIAN SOLAR, LLC	3 2 0 6 8 4 2 0 1 7 6	<input type="checkbox"/>
2-BARRANCA WIND ENERGY, LLC	3 2 0 6 7 7 1 6 5 5 8	<input type="checkbox"/>
3.		<input type="checkbox"/>
4.		<input type="checkbox"/>
5.		<input type="checkbox"/>
6.		<input type="checkbox"/>
7.		<input type="checkbox"/>
8.		<input type="checkbox"/>
9.		<input type="checkbox"/>
10.		<input type="checkbox"/>
11.		<input type="checkbox"/>
12.		<input type="checkbox"/>
13.		<input type="checkbox"/>
14.		<input type="checkbox"/>
15.		<input type="checkbox"/>
16.		<input type="checkbox"/>
17.		<input type="checkbox"/>
18.		<input type="checkbox"/>
19.		<input type="checkbox"/>
20.		<input type="checkbox"/>
21.		<input type="checkbox"/>

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request) must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request.

Do not file this form when requesting a second extension.

Texas Comptroller Official Use Only

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## Tab Item 4

### Detailed Description of the Project

*Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.*

Western Trail Wind, LLC ("Western Trail Wind") is requesting a Chapter 313 Appraised Value Limitation Agreement from Vernon ISD for a proposed renewable energy project using wind turbines (the "Project") to be constructed partially in Vernon ISD (Wilbarger County) and partially in Harrold ISD (Wilbarger County). The portion of the Project located in Vernon ISD is the subject of this application. The portion of the Project located in Harrold ISD is the subject of a separate application being filed simultaneously with this application.

The installed capacity of the proposed project is expected to be approximately 252 megawatts (MW). While turbine type and size have yet to be finalized, the current plan is to utilize approximately ninety (90) 2.8 MW wind turbine generators with 89 m towers and rotors of 127m rotor diameter. The Project is anticipated to cover 20,000 acres of privately-owned land, all currently used as farmland or pasture, and such uses can continue as the Project is designed to be compatible with such activities. Construction of the Project is expected to commence in December 2020 and is anticipated to be complete in the fourth quarter of 2021. The siting of the wind turbine generators is currently proposed to be allocated among the school districts as follows:

#### Vernon ISD

54 turbines for a total of 151.2 MW

#### Harrold ISD

36 turbines for a total of 100.8 MW

In addition to the wind turbines, the Project will also include the following improvements:

- An operations and maintenance building (located in Vernon ISD)
- a series of new access roads to the turbines
- underground electrical collection cables (located throughout the Project area)
- meteorological towers
- substation (located in Vernon ISD)
- overhead transmission line connecting to a substation at the Point of Interconnection

## Tab Item 5

### **Documentation to assist in determining if limitation is a determining factor:**

Western Trail Wind, LLC is a Delaware limited liability company. Western Trail Wind has one member with 100% ownership, Lincoln Clean Energy, LLC ("LCE"). LCE has successfully developed projects involving over \$1 billion in capital investment in some of the largest electricity markets in the United States, including California, New Jersey, and Texas.

The Applicant for this Project has entered into several contracts related to the project, including long-term lease option agreements with area landowners and service agreements and scopes with various consultants (environmental, airspace, etc.) to assess the suitability of the site, and a request for studies leading to an interconnection agreement with the transmission provider. None of these contracts obligate Applicant to construct the Project, and each of these contracts may be terminated by Applicant without incurring any significant liability.

The Applicant for this Project has obtained, applied, or will apply for the following state and local permits:

- Wichita County Road Use Agreement
- Wilbarger County Tax Abatement 312
- Wilbarger County General Hospital Tax Abatement 312
- Vernon College Tax Abatement 312

The Project has not been known by any other name during its development. The Project applied to ERCOT on November 7, 2018, and it has been assigned GINR number 20INR0142.

For the project to qualify for the federal income tax Production Tax Credit (PTC), the Applicant was required to complete a minimum amount of PTC qualification work before the statutorily imposed deadline of December 31, 2018. This work consisted of earth-moving to prepare eight (8) holes for turbine foundations (though foundations were not installed) and installation of 4,000 linear feet of road connecting two sets of two foundation holes. These preconstruction activities were not deemed taxable improvements by the Wilbarger County Central Appraisal District and no tax bill was delivered.

The Applicant's completion of the minor amount of PTC work qualification work does not, either legally or financially, commit it to constructing the Project in Wilbarger County.

The Applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics. The Applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds. This appraised value limitation is critical to the ability of the Project to move forward as currently sited.

Without the available tax incentives, the economics of the Project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease. The Applicant for this project is competing against other developers who have been offered or are in the process of applying for Value Limitation Agreements with other school districts. Obtaining the limitation is critical to the economic and competitive viability of this Project. Without the limitation approval, the Applicant would likely terminate the Project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in areas with more favorable economics.

## Tab Item 6

The overall project is anticipated to have a capacity of 250 MW consisting of ninety (90) 2.8 MW wind turbine generators. The siting of the turbines will be allocated among the school districts as follows:

### Vernon ISD

54 turbines for a total capacity of 151.2 MW

### Harrold ISD

36 turbines for a total capacity of 100.8 MW

Based on the location of the turbines shown above, 60% of the Project is located in Vernon ISD, and 40% of the Project is located in Harrold ISD.

100% of the Project is in Wilbarger County.

The Project's Operations & Maintenance building and substation will be located in Vernon ISD.

## **Tab Item 7**

### **Description of Qualified Investment**

Western Trail Wind, LLC plans to construct a 252 MW wind farm consisting of 90 turbines in Wilbarger county within the boundaries of Vernon ISD and Harrold ISD

The applicant is requesting an appraised value limitation on all the qualified investment and the qualified property constructed or placed upon the real property within Vernon ISD. For purposes of this application, the Project anticipates using General Electric (GE) 2.8 MW turbines. The qualified investment in Vernon ISD is expected to include approximately fifty-four (54) GE 2.8 MW wind turbine generators, including 89m towers, nacelles, rotors with 127m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, met towers, and control systems as necessary for the commercial generation of electricity. While the turbine locations have not yet been finalized, they are expected to be sited in a series of rows running approximately east to west in the Southwestern part of Wilbarger county. The map in Tab 11 shows the preliminary turbine locations. The exact placement of these turbines, as well as the exact specifications, heights, and component parts, is subject to ongoing planning, soil and geotechnical studies, and engineering and will be determined before construction commences.

In addition to the wind turbines, the project will also include the following qualified investment in Vernon ISD:

- An Operations and Maintenance Building
- Substation
- Access roads to the turbines
- Underground electrical collection cables
- Permanent meteorological towers
- Overhead transmission line connecting the project substation to the Point of Interconnection

The approximate location of each of these improvements is shown on the map in Tab 11.

## **Tab Item 8**

### **Description of Qualified Property**

Western Trail Wind, LLC plans to construct a 252 MW wind farm consisting of 90 turbines in Wilbarger county within the boundaries of Vernon ISD and Harrold ISD

The applicant is requesting an appraised value limitation on all the qualified investment and the qualified property constructed or placed upon the real property within Vernon ISD. For purposes of this application, the Project anticipates using General Electric (GE) 2.8 MW turbines. The qualified investment in Vernon ISD is expected to include approximately fifty-four (54) GE 2.8 MW wind turbine generators, including 89m towers, nacelles, rotors with 127m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, met towers, and control systems as necessary for the commercial generation of electricity. While the turbine locations have not yet been finalized, they are expected to be sited in a series of rows running approximately east to west in the Southwestern part of Wilbarger county. The map in Tab 11 shows the preliminary turbine locations. The exact placement of these turbines, as well as the exact specifications, heights, and component parts, is subject to ongoing planning, soil and geotechnical studies, and engineering and will be determined before construction commences.

In addition to the wind turbines, the project will also include the following qualified investment in Vernon ISD:

- An Operations and Maintenance Building
- Substation
- Access roads to the turbines
- Underground electrical collection cables
- Permanent meteorological towers
- Overhead transmission line connecting the project substation to the Point of Interconnection

The approximate location of each of these improvements is shown on the map in Tab 11.

**Tab Item 9**

**Description of Land**

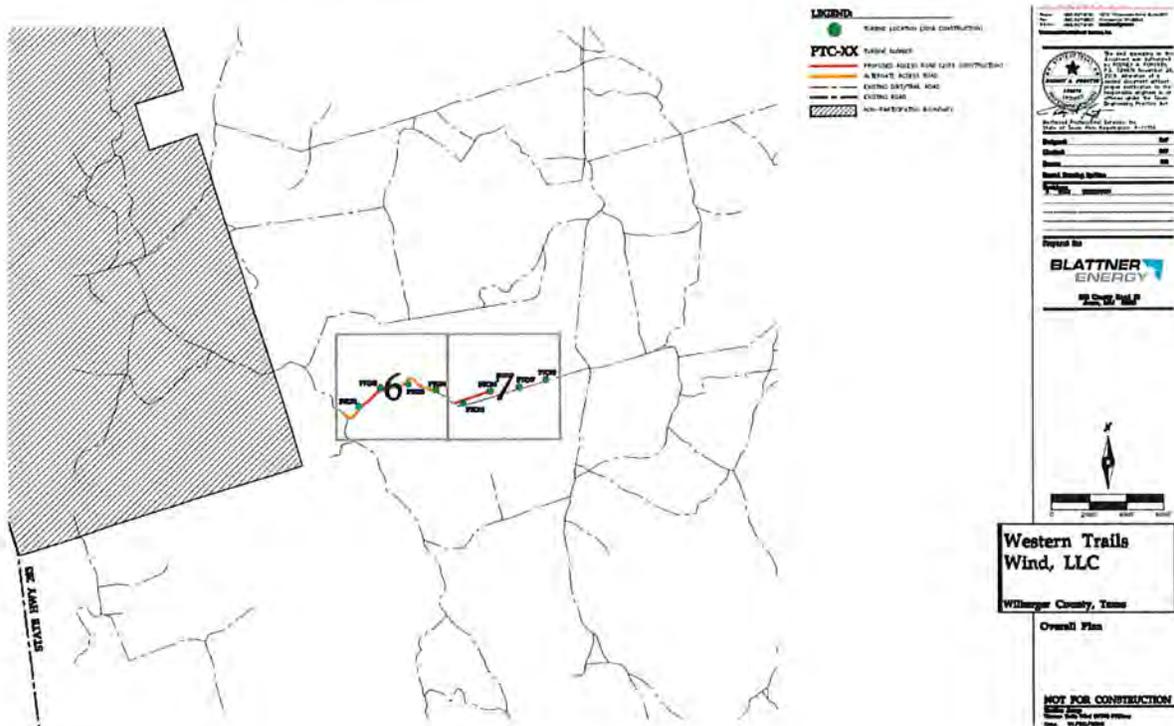
The land will not be part of the qualified property for the Project.

## Tab Item 10

### Description of all property not eligible to become qualified property

Applicant completed a minor amount of pre-construction work in December of 2018 at the Project site in order to qualify the Project for the federal income tax Production Tax Credit in accordance with federal law. This pre-construction work consisted of earth-moving to prepare eight (8) holes for turbine foundations (though turbine foundations were not installed) and the installation of 4,000 linear feet of road connecting two sets of two foundation holes. These preconstruction activities were not deemed to have created taxable improvements by the Wilbarger County Central Appraisal District, and no tax bill was delivered. The pre-construction activities did not result in the creation of any Qualified Property.

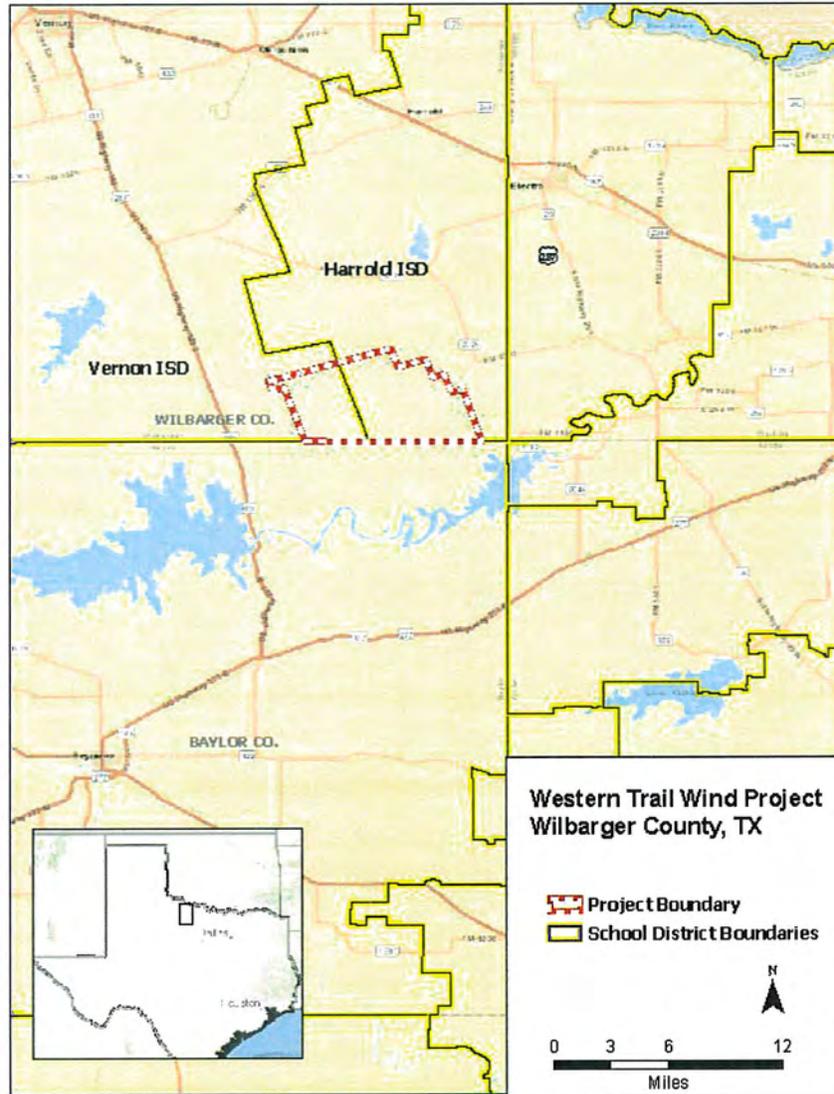
The 2018 pre-construction activities are represented with a map below:



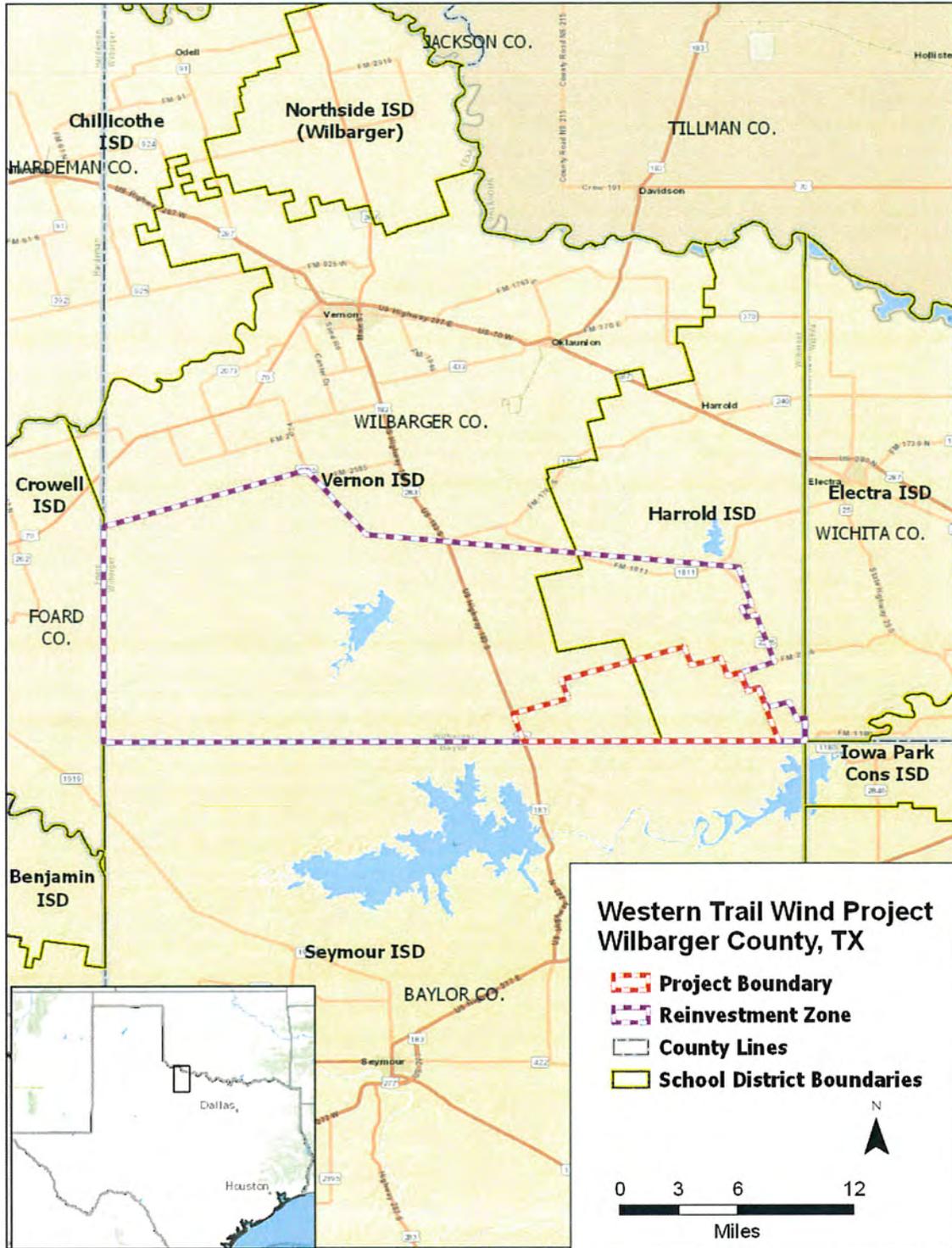
Tab Item 11

Maps

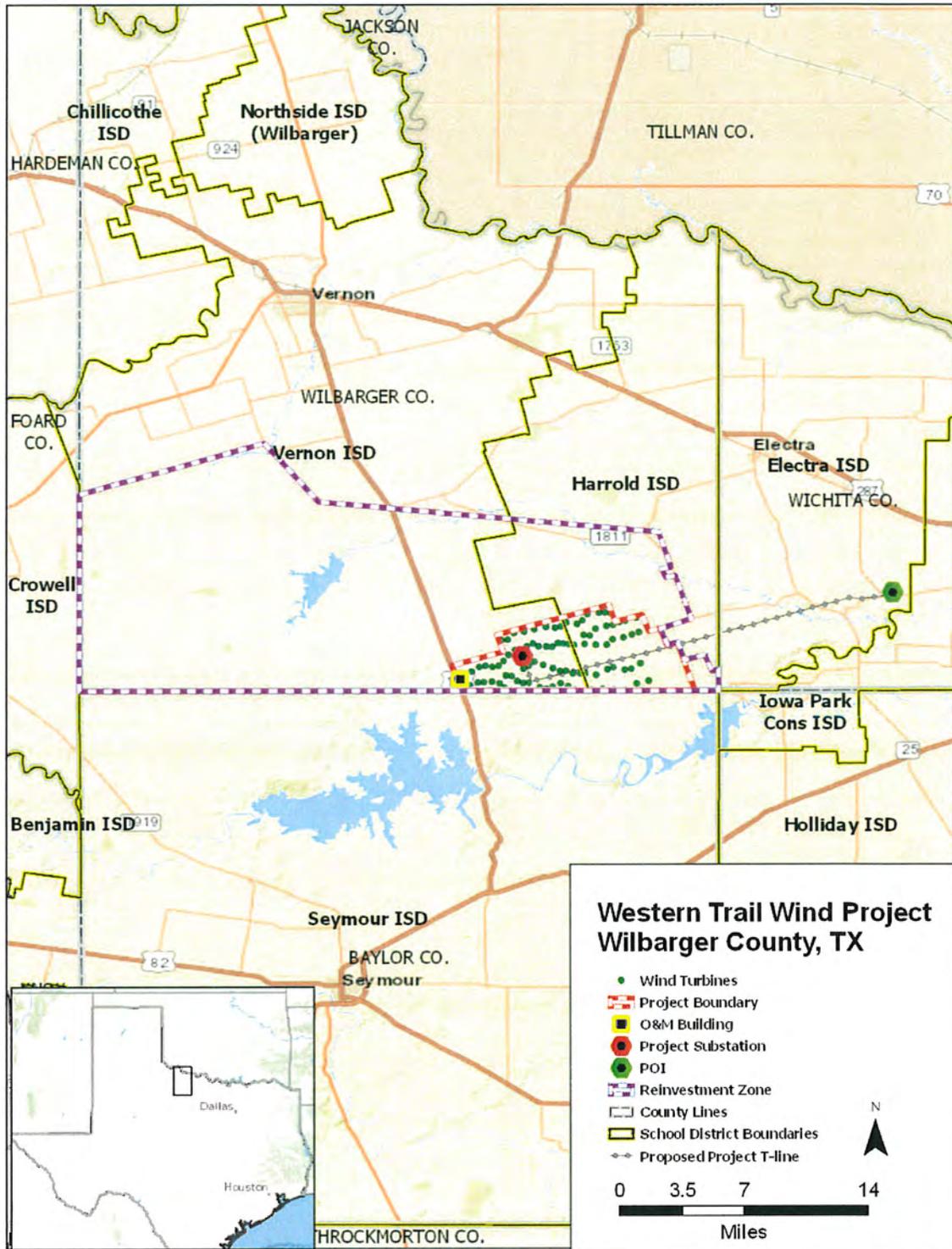
Vicinity Map:



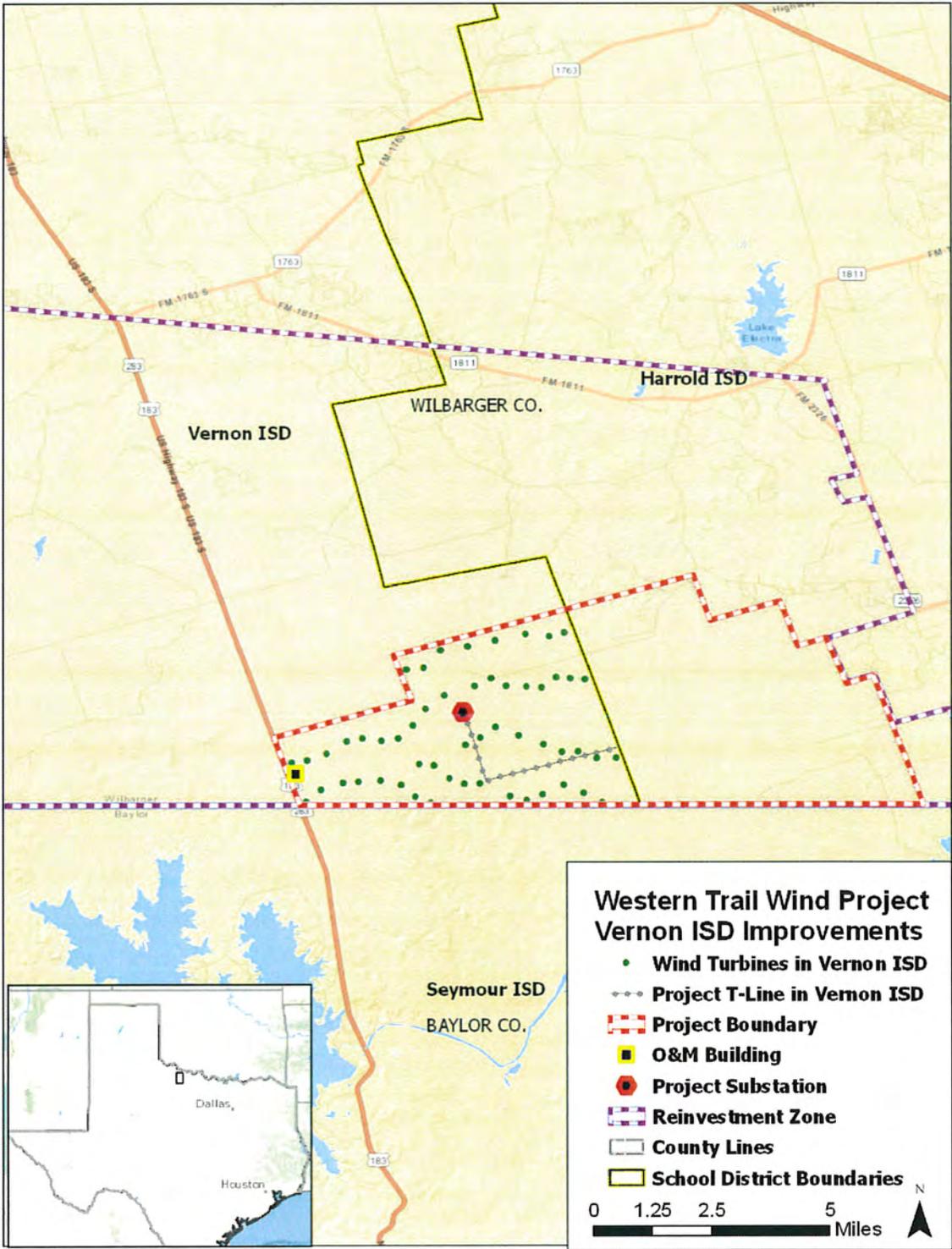
**Location of Vernon ISD Boundary, Harrold ISD Boundary, Wilbarger County Boundary, Reinvestment Zones, Project Boundary, Qualified Investment, and Qualified Property:**



Improvements in Vernon & Harrold ISD:



Improvements in Vernon ISD:



**Tab Item 12**  
**Request for Waiver of Job Creation Requirement**

See attached letter. Based on the attached letter, Western Trail Wind, LLC is committing to creating six (6) jobs to support the entire project. Although no individual employees will be assigned specifically to manage the portions of the Project in Vernon ISD or Harrold ISD, based on the number of turbines located in each school district, the created jobs will be allocated among the school districts as follows

Vernon ISD

4 jobs

Harrold ISD

2 jobs

**Tab Item 12**  
**Request for Waiver of Job Creation Requirement**

August 28, 2019

Superintendent Jeff Byrd Vernon  
ISD  
1713 Wilbarger Street  
Vernon, TX 76384

Re: Chapter 313 Job Waiver Request Dear

Superintendent Byrd,

Please consider this letter to be Western Trail Wind, LLC's formal request to waive the minimum new job creation requirement, as provided under Texas Tax Code 313.025(f-1).

The governing body of a school district may waive the new jobs creation requirement in Section 313.021(2)(A)(iv)(b) or 313.051(b) and approve an application if the governing body makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property that is described in this application. Wind energy projects create many full-time jobs during the construction phase, but these jobs are temporary by nature. Once the project is in operation, a small crew of full-time employees will maintain and operate the facility. Based upon our experience in the wind industry, we expect that six (6) employees would be needed to operate a 250 MW facility. Because approximately 60% of the project's wind turbine generators will be in Vernon ISD, we can commit to creating three (4) full-time positions to fill those needs. All would be qualifying jobs as described in Section 313.021(3) of the Texas Tax Code.

The applicant requests that the Vernon ISD's Board of Trustees make such a finding and waive the job creation requirement. This waiver request is in line with industry standards for the job requirements for a wind energy facility of this size, as evidenced by limitation agreement applications that have been filed by other wind energy developers, and by documentation related to the development and operation of wind generation facilities.

The project stands to provide significant benefits to the community with respect to increased tax base and the ongoing royalty payments it will make to local landowners.



Charlie Smith  
Development Director  
Western Trail Wind, LLC

**Tab Item 13**

**Calculation of three possible wage requirements with TWC documentation**

Quarterly Employment and Wages (QCEW)

Average Weekly Wage for All Jobs (All Industries) in Wilbarger County

Year	Period	Area	Ownership	Ind-Code	Industry	Avg. Weekly Wages
2018	2 <sup>nd</sup> Qtr	Wilbarger	Total All	10	Total, All Industries	\$700
2018	3 <sup>rd</sup> Qtr	Wilbarger	Total All	10	Total, All Industries	\$705
2018	4 <sup>th</sup> Qtr	Wilbarger	Total All	10	Total, All Industries	\$729
2019	1 <sup>st</sup> Qtr	Wilbarger	Total All	10	Total, All Industries	\$741
Average						\$718.75

110% of \$718.75 = \$790.63

Drag a column header and drop it here to group by that column

Year	Period	Area	Ownership	Industry Code	Industry	Average Weekly Wage
2018	01	Wilbarger	Total All	10	Total, All Industries	730
2018	02	Wilbarger	Total All	10	Total, All Industries	700
2018	03	Wilbarger	Total All	10	Total, All Industries	705
2018	04	Wilbarger	Total All	10	Total, All Industries	729
2019	01	Wilbarger	Total All	10	Total, All Industries	741

Quarterly Employment and Wages (QCEW)

Average Weekly Wage for Manufacturing Jobs in Wilbarger County

Year	Period	Area	Ownership	Ind-Code	Industry	Avg. Weekly Wages
2018	2 <sup>nd</sup> Qtr	Wilbarger	Private	31-33	Manufacturing	\$949
2018	3 <sup>rd</sup> Qtr	Wilbarger	Private	31-33	Manufacturing	\$956
2018	1st Qtr	Wilbarger	Private	31-33	Manufacturing	\$969
2019	4th Qtr	Wilbarger	Private	31-33	Manufacturing	\$1,006
Average						\$970

110% of \$970 = \$1,067

Drag a column header and drop it here to group by that column

Year	Period	Area	Ownership	Industry Code	Industry	Average Weekly Wage
2018	01	Wilbarger	Private	31-33	Manufacturing	1,159
2018	02	Wilbarger	Private	31-33	Manufacturing	949
2018	03	Wilbarger	Private	31-33	Manufacturing	956
2018	04	Wilbarger	Private	31-33	Manufacturing	969
2019	01	Wilbarger	Private	31-33	Manufacturing	1,006

Quarterly Employment and Wages (QCEW)

Average Weekly Wage for Manufacturing Jobs in Region

Wilbarger County is included in the NORTEX Regional Planning Commission. The most recently reported (2018) average wage for the NORTEX Regional Planning Commission is \$52,284.

$$\$52,284 / 52 = \$1,005.46$$

$$110\% \text{ of } \$1,005.46 = \$1,106.01$$

2018 Manufacturing Average Wages by Council of Government Region  
Wages for All Occupations

COG	COG Number	Wages	
		Hourly	Annual
Texas		\$27.04	\$56,240
<a href="#">Alamo Area Council of Governments</a>	18	\$22.80	\$47,428
<a href="#">Ark-Tex Council of Governments</a>	5	\$18.73	\$38,962
<a href="#">Brazos Valley Council of Governments</a>	13	\$18.16	\$37,783
<a href="#">Capital Area Council of Governments</a>	12	\$32.36	\$67,318
<a href="#">Central Texas Council of Governments</a>	23	\$19.60	\$40,771
<a href="#">Coastal Bend Council of Governments</a>	20	\$28.52	\$59,318
<a href="#">Concho Valley Council of Governments</a>	10	\$21.09	\$43,874
<a href="#">Deep East Texas Council of Governments</a>	14	\$18.28	\$38,021
<a href="#">East Texas Council of Governments</a>	6	\$21.45	\$44,616
<a href="#">Golden Crescent Regional Planning Commission</a>	17	\$28.56	\$59,412
<a href="#">Heart of Texas Council of Governments</a>	11	\$22.71	\$47,245
<a href="#">Houston-Galveston Area Council</a>	16	\$29.76	\$61,909
<a href="#">Lower Rio Grande Valley Development Council</a>	21	\$17.21	\$35,804
<a href="#">Middle Rio Grande Development Council</a>	24	\$20.48	\$42,604
<a href="#">NORTEX Regional Planning Commission</a>	3	\$25.14	\$52,284
<a href="#">North Central Texas Council of Governments</a>	4	\$27.93	\$58,094
<a href="#">Panhandle Regional Planning Commission</a>	1	\$24.19	\$50,314
<a href="#">Permian Basin Regional Planning Commission</a>	9	\$25.90	\$53,882
<a href="#">Rio Grande Council of Governments</a>	8	\$18.51	\$38,493
<a href="#">South East Texas Regional Planning Commission</a>	15	\$36.26	\$75,430
<a href="#">South Plains Association of Governments</a>	2	\$20.04	\$41,691
<a href="#">South Texas Development Council</a>	19	\$17.83	\$37,088
<a href="#">Texoma Council of Governments</a>	22	\$21.73	\$45,198
<a href="#">West Central Texas Council of Governments</a>	7	\$21.84	\$45,431

Calculated by the Texas Workforce Commission Labor Market and Career Information Department.  
Data published: July 2019  
Data published annually, next update will be July 31, 2020  
Annual wage figure assumes a 40-hour work week.

Note: Data is not supported by the Bureau of Labor Statistics (BLS).  
Wage data is produced from Texas Occupational Employment Statistics (OES) data,  
and is not to be compared to BLS estimates.  
Data intended only for use in implementing Chapter 313, Tax Code.

**Tab Item 14**

**Schedules A1, A2, B, C and D completed and signed Economic Impact (if applicable)**

Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)

Western Trail Wind, LLC  
Vermont ISD

Date  
Applicant Name  
ISD Name

PROPERTY INVESTMENT AMOUNTS							
(Estimated investment in each year. Do not put cumulative totals.)							
Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) (YYYY)	Column A New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	Column B New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Column C Other new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Column D Other new investment made during this year that may become Qualified Property [SEE NOTE]	Column E Total Investment (Sum of Columns A-B+C+D)
Investment made before filing complete application with district			Not eligible to become Qualified Property				
Investment made after filing complete application with district, but before final board approval of application	2019	2019					
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period							
Complete tax years of qualifying time period	2020	2020-2021					\$0
	2021	2021-2022	\$158,400,000	\$1,000,000			\$159,400,000
<b>Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]</b>			\$158,400,000	\$1,000,000		\$0	\$159,400,000
<b>Total Qualified Investment (sum of green cells)</b>			\$158,400,000		Enter amounts from TOTAL row above in Schedule A2		

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application. Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property, is used to maintain, refurbish, renovate, modify or upgrade existing property, or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

Schedule A2: Total Investment for Economic Impact (including Qualified Property and other investments)

PROPERTY INVESTMENT AMOUNTS (Estimated investment in each year. Do not put cumulative totals.)									
Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below)	Column A New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	Column B New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Column C Other investment made during this year that will become Qualified Property (SEE NOTE)	Column D Other investment made during this year that will become Qualified Property (SEE NOTE)	Column E Total Investment (A+B+C+D)		
-	TOTALS FROM SCHEDULE A1		\$159,400,000	\$1,000,000	\$0	\$0	\$159,400,000		
0	2019-2020	2019							
0	2020-2021	2020							
0	2021-2022	2021	\$159,400,000	\$1,000,000	\$0	\$0	\$159,400,000		
1	2022-2023	2022	\$0	\$0	\$0	\$0	\$0		
2	2023-2024	2023	\$0	\$0	\$0	\$0	\$0		
3	2024-2025	2024	\$0	\$0	\$0	\$0	\$0		
4	2025-2026	2025	\$0	\$0	\$0	\$0	\$0		
5	2026-2027	2026	\$0	\$0	\$0	\$0	\$0		
6	2027-2028	2027	\$0	\$0	\$2,000,000	\$0	\$2,000,000		
7	2028-2029	2028	\$0	\$0	\$2,000,000	\$0	\$2,000,000		
8	2029-2030	2029	\$0	\$0	\$2,000,000	\$0	\$2,000,000		
9	2030-2031	2030	\$0	\$0	\$2,000,000	\$0	\$2,000,000		
Total Investment made through limitation			#REF!	#REF!	\$10,000,000	\$0	\$109,400,000		
10	2031-2032	2031			\$3,000,000		\$3,000,000		
11	2032-2033	2032			\$3,000,000		\$3,000,000		
12	2033-2034	2033			\$3,000,000		\$3,000,000		
13	2034-2035	2034			\$3,000,000		\$3,000,000		
14	2035-2036	2035			\$3,000,000		\$3,000,000		
15	2036-2037	2036			\$3,000,000		\$3,000,000		
16	2037-2038	2037			\$3,000,000		\$3,000,000		
17	2038-2039	2038			\$3,000,000		\$3,000,000		
18	2039-2040	2039			\$3,000,000		\$3,000,000		
19	2040-2041	2040			\$3,000,000		\$3,000,000		
20	2041-2042	2041			\$3,000,000		\$3,000,000		
21	2042-2043	2042			\$3,000,000		\$3,000,000		
22	2043-2044	2043			\$3,000,000		\$3,000,000		
23	2044-2045	2044			\$3,000,000		\$3,000,000		
24	2045-2046	2045			\$3,000,000		\$3,000,000		
25	2046-2047	2046			\$3,000,000		\$3,000,000		

\* All investments made through the qualifying time period are captured and totaled on Schedule A1 (blue box) and incorporated into this schedule in the first row.

\*\* Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were not captured on Schedule A1.

\*\*\* If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were not captured on Schedule A1.

For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application. Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable components of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of §13.021(1) but not creating a new improvement as defined by TAC 9, 1051. This is proposed property that functionally replaces other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of §13.021(1) but not creating a new improvement as defined by TAC 9, 1051. This is proposed property that functionally replaces other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)

Date  
Applicant Name  
ISD Name

Western Trail Wind, LLC

Form 50-296A  
Revised May 2014

Vermont ISD

Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value			
			Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for ISD after all reductions	Final taxable value for M&O after all reductions	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary.</i>	0	2019-2020	\$0						
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary.</i>	0	2020-2021	\$0						
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary.</i>	0	2021-2022	\$0						
	1	2022-2023	\$0	\$980,000	\$156,212,000	\$157,192,000	\$157,192,000	\$157,192,000	\$30,000,000
	2	2023-2024	\$0	\$921,200	\$146,839,280	\$147,760,480	\$147,760,480	\$147,760,480	\$30,000,000
	3	2024-2025	\$0	\$865,928	\$138,028,923	\$138,894,851	\$138,894,851	\$138,894,851	\$30,000,000
	4	2025-2026	\$0	\$813,972	\$129,747,188	\$130,561,160	\$130,561,160	\$130,561,160	\$30,000,000
	5	2026-2027	\$0	\$765,134	\$121,962,357	\$122,727,491	\$122,727,491	\$122,727,491	\$30,000,000
	6	2027-2028	\$0	\$719,226	\$114,644,615	\$115,363,841	\$115,363,841	\$115,363,841	\$30,000,000
	7	2028-2029	\$0	\$676,072	\$107,765,938	\$108,442,011	\$108,442,011	\$108,442,011	\$30,000,000
	8	2029-2030	\$0	\$635,508	\$101,299,982	\$101,935,490	\$101,935,490	\$101,935,490	\$30,000,000
	9	2030-2031	\$0	\$597,378	\$95,221,983	\$95,819,361	\$95,819,361	\$95,819,361	\$30,000,000
	10	2031-2032	\$0	\$561,535	\$89,508,664	\$90,070,199	\$90,070,199	\$90,070,199	\$30,000,000
	11	2032-2033	\$0	\$527,843	\$84,138,144	\$84,665,987	\$84,665,987	\$84,665,987	\$84,665,987
	12	2033-2034	\$0	\$496,172	\$79,089,856	\$79,586,028	\$79,586,028	\$79,586,028	\$79,586,028
	13	2034-2035	\$0	\$466,402	\$74,344,464	\$74,810,866	\$74,810,866	\$74,810,866	\$74,810,866
	14	2035-2036	\$0	\$438,418	\$69,883,796	\$70,322,214	\$70,322,214	\$70,322,214	\$70,322,214
	15	2036-2037	\$0	\$412,113	\$65,690,769	\$66,102,881	\$66,102,881	\$66,102,881	\$66,102,881
	16	2037-2038	\$0	\$387,386	\$61,749,322	\$62,136,708	\$62,136,708	\$62,136,708	\$62,136,708
	17	2038-2039	\$0	\$364,143	\$58,044,363	\$58,408,506	\$58,408,506	\$58,408,506	\$58,408,506
	18	2039-2040	\$0	\$342,294	\$54,561,701	\$54,903,996	\$54,903,996	\$54,903,996	\$54,903,996
	19	2040-2041	\$0	\$321,757	\$51,287,999	\$51,609,756	\$51,609,756	\$51,609,756	\$51,609,756
	20	2041-2042	\$0	\$302,451	\$48,210,719	\$48,513,170	\$48,513,170	\$48,513,170	\$48,513,170
	21	2042-2043	\$0	\$284,304	\$45,318,076	\$45,602,380	\$45,602,380	\$45,602,380	\$45,602,380
	22	2043-2044	\$0	\$267,246	\$42,598,992	\$42,866,237	\$42,866,237	\$42,866,237	\$42,866,237
	23	2044-2045	\$0	\$251,211	\$40,043,052	\$40,294,263	\$40,294,263	\$40,294,263	\$40,294,263
	24	2045-2046	\$0	\$236,138	\$37,640,469	\$37,876,607	\$37,876,607	\$37,876,607	\$37,876,607
	25	2046-2047	\$0	\$221,970	\$35,382,041	\$35,604,011	\$35,604,011	\$35,604,011	\$35,604,011

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.  
Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Western Trail Wind, LLC  
Vernon ISD

	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Construction		Qualifying Jobs		
				Column A Number of Construction FTE's or man-hours (specify)	Column B Average annual wage rates for construction workers	Column C Number of non-qualifying jobs applicant estimates it will create (cumulative)	Column D Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column E Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019	21 FTEs	\$40,000			
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2020-2021	2020					
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2021-2022	2021	180 FTEs	\$40,000	0	0	
	1	2022-2023	2022	N/A	N/A	0	4	\$53,669
	2	2023-2024	2023	N/A	N/A	0	4	\$53,669
	3	2024-2025	2024	N/A	N/A	0	4	\$53,669
	4	2025-2026	2025	N/A	N/A	0	4	\$53,669
	5	2026-2027	2026	N/A	N/A	0	4	\$53,669
	6	2027-2028	2027	N/A	N/A	0	4	\$53,669
	7	2028-2029	2028	N/A	N/A	0	4	\$53,669
	8	2029-2030	2029	N/A	N/A	0	4	\$53,669
	9	2030-2031	2030	N/A	N/A	0	4	\$53,669
	10	2031-2032	2031				4	\$53,669
Years Following Value Limitation Period	11 through 25	2032-2047	2031-2046	N/A	N/A	0	4	\$53,669

Notes: See TAC 9.1051 for definition of non-qualifying jobs.  
Only include jobs on the project site in this school district.

- C1. Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)  
if yes, answer the following two questions:
- C1a. Will the applicant request a job waiver, as provided under 313.025(f-1)?
- C1b. Will the applicant avail itself of the provision in 313.021(3)(F)?

Yes  No

Yes  No

Yes  No

**Schedule D: Other Incentives (Estimated)**

Western Trail Wind, LLC  
Vernon ISD

Form 50-296A  
Revised May 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County: N/A City: N/A Other: N/A					
Tax Code Chapter 312	County: Wilbarger County City: N/A Other: N/A	2022	10 years	\$705,660	\$387,660 (54.93%)	\$318,000
Local Government Code Chapters 380/381	County: N/A City: N/A Other: N/A					
Freeport Exemptions	N/A					
Non-Annexation Agreements	N/A					
Enterprise Zone/Project	N/A					
Economic Development Corporation	N/A					
Texas Enterprise Fund	N/A					
Employee Recruitment	N/A					
Skills Development Fund	N/A					
Training Facility Space and Equipment	N/A					
Infrastructure Incentives	N/A					
Permitting Assistance	N/A					
Other:	N/A					
Other:	N/A					
Other:	N/A					
Other:	N/A					
<b>TOTAL</b>				\$705,660	\$387,660	\$318,000

Additional information on incentives for this project:

**Tab Item 15**

**Economic Impact Analysis**

Not applicable.

## **Tab Item 16**

### **Description of Reinvestment Zone**

The entire project lies within the reinvestment zone established by order on April 22, 2019 in Wilbarger County. Documentation for the Reinvestment Zone is attached. Documentation for the Wilbarger County Guidelines and Criteria for Tax Abatement is attached.

APR 22 2019

**RESOLUTION AND ORDER DESIGNATING THE  
WESTERN TRAIL WIND REINVESTMENT ZONE**  
*Mary Jo Case* Deputy  
**IN THE JURISDICTION OF WILBARGER COUNTY, TEXAS**

STATE OF TEXAS            }  
  }  
COUNTY OF WILBARGER    }

WHEREAS, the Commissioners Court of Wilbarger County, Texas (the "County") has elected to become eligible to participate in tax abatement agreements under the provisions of the Texas Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code) (the "Act"); and,

WHEREAS, the County has adopted guidelines and criteria governing tax abatement agreements in a resolution dated on or about August 14, 2017 (the "Guidelines and Criteria"); and,

WHEREAS, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and

WHEREAS, the County (a) timely published or posted all applicable notices of public hearing regarding the designation of the real estate described in the attached Exhibit A as a reinvestment zone for tax abatement purposes, and (b) timely notified all applicable presiding officers of the governing body of each taxing unit that includes in its boundaries real property that may be included in the proposed reinvestment zone;

WHEREAS, the improvements proposed by Western Trail Wind, LLC are feasible and of benefit to the reinvestment zone after expiration of an abatement agreement; and

WHEREAS, the property described on Exhibit A meets the criteria established in the Guidelines and Criteria for a reinvestment zone; and

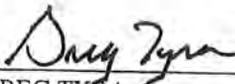
WHEREAS, the designation of the reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and would contribute to the economic development of the County; and

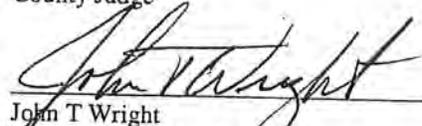
WHEREAS, all interested members of the public were given an opportunity to make comment at the public hearing.

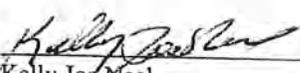
**NOW, THEREFORE, BE IT ORDERED, by the Commissioners Court of Wilbarger County, that:**

1. The County hereby designates the property located in Wilbarger County, Texas, having the property description in Exhibit A attached to this Order as a reinvestment zone under the County's Guidelines and Criteria, having determined that (a) the property described on Exhibit A meets the criteria established in the Guidelines and Criteria, and (b) the designation of such reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and that would contribute to the economic development of the County.
2. The reinvestment zone created by this Order to include the real property described in Exhibit A shall be known as the "Western Trail Wind Reinvestment Zone."

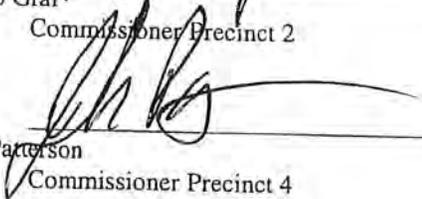
The foregoing Resolution was lawfully moved by John T. Wright, duly seconded by Phillip Graf, and duly adopted by the Wilbarger County Commissioner's Court, the 22 day of April 2019.

  
\_\_\_\_\_  
GREG TYRA  
County Judge

  
\_\_\_\_\_  
John T Wright  
Commissioner Precinct 1

  
\_\_\_\_\_  
Kelly Jo Neel  
Commissioner Precinct 3

  
\_\_\_\_\_  
Phillip Graf  
Commissioner Precinct 2

  
\_\_\_\_\_  
Josh Patterson  
Commissioner Precinct 4

ATTEST:

\_\_\_\_\_  
Print Name: Jana Kennon  
Wilbarger County Clerk

Exhibit A

Property Included in the Reinvestment Zone

The Western Trail Wind Reinvestment Zone includes the following real property, which property is also depicted on a map included as the last page of this Exhibit A:

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

Texas Firm # 101173-00

[www.windearthwater.com](http://www.windearthwater.com)

SECTION	BLOCK	SURVEY	ABSTARCT	COUNTY
		G BUTLER	3	WILBARGER
17		BS&F RR CO	10	WILBARGER
19		BS&F	12	WILBARGER
		W. CLARK	15	WILBARGER
		W. CARSON	19	WILBARGER
9		D&W RR CO	22	WILBARGER
		F. HUSTON	35	WILBARGER
1	17	H&TC RR CO	39	WILBARGER
3	1	H&TC RR CO	41	WILBARGER
5	1	H&TC RR CO	42	WILBARGER
5	1	H&TC RR CO	42	WILBARGER
47	1	H&TC RR CO	43	WILBARGER
45	1	H&TC RR CO	44	WILBARGER
43	1	H&TC RR CO	45	WILBARGER
41	1	H&TC RR CO	46	WILBARGER
39	1	H&TC RR CO	47	WILBARGER
37	1	H&TC RR CO	48	WILBARGER
27	1	H&TC RR CO	49	WILBARGER
35	1	H&TC RR CO	50	WILBARGER
25	1	H&TC RR CO	51	WILBARGER
33	1	H&TC RR CO	52	WILBARGER
33	1	H&TC RR CO	52	WILBARGER
19	1	H&TC RR CO	53	WILBARGER
17	1	H&TC RR CO	54	WILBARGER
21	6	H&TC RR CO	55	WILBARGER

13	1	H&TC RR CO	56	WILBARGER
9	1	H&TC RR CO	57	WILBARGER
11	6	H&TC RR CO	58	WILBARGER
1	6	H&TC RR CO	60	WILBARGER
15	6	H&TC RR CO	61	WILBARGER
6	3	H&TC RR CO	62	WILBARGER
65	1	H&TC RR CO	63	WILBARGER
67	1	H&TC RR CO	64	WILBARGER
63	1	H&TC RR CO	65	WILBARGER
59	1	H&TC RR CO	66	WILBARGER
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49	1	H&TC RR CO	70	WILBARGER
61	1	H&TC RR CO	71	WILBARGER
53	1	H&TC RR CO	72	WILBARGER
13	6	H&TC RR CO	73	WILBARGER
75		H&TC RR CO	74	WILBARGER
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11	4	H&TC RR CO	91	WILBARGER
25	4	H&TC RR CO	92	WILBARGER
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13	4	H&TC RR CO	95	WILBARGER
9	4	H&TC RR CO	96	WILBARGER
7	4	H&TC RR CO	97	WILBARGER
3	4	H&TC RR CO	98	WILBARGER
1	4	H&TC RR CO	99	WILBARGER
11	5	H&TC RR CO	105	WILBARGER
9	5	H&TC RR CO	106	WILBARGER
5	5	H&TC RR CO	109	WILBARGER
3	5	H&TC RR CO	110	WILBARGER
1	5	H&TC RR CO	111	WILBARGER
33	6	H&TC RR CO	113	WILBARGER
29	6	H&TC RR CO	114	WILBARGER
25	6	H&TC RR CO	115	WILBARGER

27	6	H&TC RR CO	116	WILBARGER
23	6	H&TC RR CO	117	WILBARGER
1	2	H&TC RR CO	122	WILBARGER
3	2	H&TC RR CO	123	WILBARGER
5	2	H&TC RR CO	124	WILBARGER
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47	2	H&TC RR CO	243	WILBARGER
51	2	H&TC RR CO	245	WILBARGER
51	2	H&TC RR CO	245	WILBARGER
53	2	H&TC RR CO	246	WILBARGER

7	8	H&TC RR CO	253	WILBARGER
3	3	H&TC RR CO	255	WILBARGER
5	3	H&TC RR CO	256	WILBARGER
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11	3	H&TC RR CO	259	WILBARGER
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55	2	H&TC RR CO	437	WILBARGER
101	14	H&TC RR CO	442	WILBARGER
103	14	H&TC RR CO	443	WILBARGER
105	14	H&TC RR CO	444	WILBARGER

107	14	H&TC RR CO	445	WILBARGER
109	14	H&TC RR CO	446	WILBARGER
7	17	H&TC RR CO	456	WILBARGER
9	17	H&TC RR CO	457	WILBARGER
5	17	H&TC RR CO	458	WILBARGER
3	17	H&TC RR CO	459	WILBARGER
		A HUSTON	460	WILBARGER
		T PURNELL	461	WILBARGER
9	18	H&TC RR CO	473	WILBARGER
43		MEP&P RR CO	491	WILBARGER
39		MEP&P RR CO	492	WILBARGER
41		MEP&P RR CO	493	WILBARGER
40		MEP&P RR CO	494	WILBARGER
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16		MEP&P RR CO	497	WILBARGER
15		MEP&P RR CO	498	WILBARGER
14		MEP&P RR CO	499	WILBARGER
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6		MEP&P RR CO	508	WILBARGER
3		MEP&P RR CO	509	WILBARGER
11		MEP&P RR CO	511	WILBARGER
4		MEP&P RR CO	512	WILBARGER
2		MEP&P RR CO	513	WILBARGER
		K. MAGEE CO	514	WILBARGER
		K. MAGEE CO	515	WILBARGER
		K. MAGEE CO	517	WILBARGER
		K. MAGEE CO	518	WILBARGER
		K. MAGEE CO	520	WILBARGER
27		J. POITEVENT	531	WILBARGER
		J. COX	541	WILBARGER
1		J BENNETT	572	WILBARGER
1		MK&TE RR CO	596	WILBARGER
46	2	H&TC RR CO	600	WILBARGER

10	5	H&TC RR CO	603	WILBARGER
1		CT&MC RR CO	607	WILBARGER
14	2	H&TC RR CO	610	WILBARGER
20	2	H&TC RR CO	612	WILBARGER
1		CG&SF RR CO	624	WILBARGER
34	3	H&TC RR CO	626	WILBARGER
50	2	H&TC RR CO	638	WILBARGER
18	2	H&TC RR CO	648	WILBARGER
12	2	H&TC RR CO	649	WILBARGER
34	2	H&TC RR CO	654	WILBARGER
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4	1	H&TC RR CO	821	WILBARGER
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32	2	H&TC RR CO	920	WILBARGER
54	2	H&TC RR CO	935	WILBARGER
54	2	H&TC RR CO	936	WILBARGER
6		J CALHOUN	944	WILBARGER
7		J CALHOUN	945	WILBARGER
1		CT&MC RR CO	946	WILBARGER
106	14	H&TC RR CO	947	WILBARGER
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6	2	H&TC RR CO	977	WILBARGER

12	3	H&TC RR CO	979	WILBARGER
8	17	H&TC RR CO	989	WILBARGER
52	2	H&TC RR CO	994	WILBARGER
3		WA MCKINNEY	998	WILBARGER
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40	3	H&TC RR CO	1002	WILBARGER
1		SR SKINNER	1029	WILBARGER
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14	4	H&TC RR CO	1195	WILBARGER
24	4	H&TC RR CO	1201	WILBARGER
1		CT&MC RR CO	1207	WILBARGER
		W CARRUTH	1210	WILBARGER
		T CARRUTH	1211	WILBARGER
36	3	H&TC RR CO	1220	WILBARGER
16	4	H&TC RR CO	1229	WILBARGER
1		S. GOSSNELL	1231	WILBARGER
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20	6	H&TC RR CO	1288	WILBARGER

16	6	H&TC RR CO	1289	WILBARGER
1		ROBERT YOUNG	1305	WILBARGER
13		BS&F RR CO	1309	WILBARGER
36	3	H&TC RR CO	1310	WILBARGER
2J		DL&C CO	1315	WILBARGER
16	4	H&TC RR CO	1324	WILBARGER
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1		H&TC RR CO	1366	WILBARGER
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67	18	H&TC RR CO	1455	WILBARGER
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28	1	H&TC RR CO	1526	WILBARGER
28	1	H&TC RR CO	1527	WILBARGER
10		D&W RR CO	1531	WILBARGER
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4	17	H&TC RR CO	1550	WILBARGER
24	3	H&TC RR CO	1553	WILBARGER
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4	5	H&TC RR CO	1557	WILBARGER

10	6	H&TC RR CO	1558	WILBARGER
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60	2	H&TC RR CO	1575	WILBARGER
64	2	H&TC RR CO	1576	WILBARGER
56	2	H&TC RR CO	1577	WILBARGER
28	6	H&TC RR CO	1581	WILBARGER
32	2	H&TC RR CO	1587	WILBARGER
38	2	H&TC RR CO	1588	WILBARGER
42	2	H&TC RR CO	1589	WILBARGER
4	3	H&TC RR CO	1592	WILBARGER
8	2	H&TC RR CO	1593	WILBARGER
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2	17	H&TC RR CO	1597	WILBARGER
14	6	H&TC RR CO	1598	WILBARGER
58	1	H&TC RR CO	1598	WILBARGER
6	2	H&TC RR CO	1599	WILBARGER
32	3	H&TC RR CO	1602	WILBARGER
6		D&W RR CO	1603	WILBARGER
2		CT&MC RR CO	1607	WILBARGER
2	18	H&TC RR CO	1610	WILBARGER
36	6	H&TC RR CO	1611	WILBARGER
14	1	H&TC RR CO	1613	WILBARGER
36	1	H&TC RR CO	1618	WILBARGER
22	6	H&TC RR CO	1619	WILBARGER
46	1	H&TC RR CO	1619	WILBARGER
44	4	H&TC RR CO	1621	WILBARGER
20	2	H&TC RR CO	1622	WILBARGER
14	18	H&TC RR CO	1623	WILBARGER
10	6	H&TC RR CO	1625	WILBARGER
46	2	H&TC RR CO	1626	WILBARGER
2	6	H&TC RR CO	1628	WILBARGER
14	18	H&TC RR CO	1632	WILBARGER
20	3	H&TC RR CO	1633	WILBARGER

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2	5	H&TC RR CO	1636	WILBARGER
22	6	H&TC RR CO	1640	WILBARGER
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62	2	H&TC RR CO	1643	WILBARGER
26	3	H&TC RR CO	1646	WILBARGER
26	2	H&TC RR CO	1647	WILBARGER
26	2	H&TC RR CO	1648	WILBARGER
22	3	H&TC RR CO	1650	WILBARGER
32	1	H&TC RR CO	1651	WILBARGER
32	1	H&TC RR CO	1651	WILBARGER
14	1	H&TC RR CO	1652	WILBARGER
2	6	H&TC RR CO	1653	WILBARGER
28	6	H&TC RR CO	1654	WILBARGER
102	14	H&TC RR CO	1659	WILBARGER
26	4	H&TC RR CO	1660	WILBARGER
24	6	H&TC RR CO	1661	WILBARGER
68	18	H&TC RR CO	1662	WILBARGER
10	18	H&TC RR CO	1663	WILBARGER
12	6	H&TC RR CO	1665	WILBARGER
44	3	H&TC RR CO	1666	WILBARGER
28		J. POITEVENT	1667	WILBARGER
108	14	H&TC RR CO	1668	WILBARGER
14		BS&F RR CO	1669	WILBARGER
60	1	H&TC RR CO	1671	WILBARGER
46	3	H&TC RR CO	1674	WILBARGER
38	3	H&TC RR CO	1675	WILBARGER
40	3	H&TC RR CO	1676	WILBARGER
40	3	H&TC RR CO	1676	WILBARGER
40	1	H&TC RR CO	1677	WILBARGER
10	3	H&TC RR CO	1679	WILBARGER
2	7	H&TC RR CO	1682	WILBARGER
64	1	H&TC RR CO	1683	WILBARGER
48	1	H&TC RR CO	1684	WILBARGER
48	1	H&TC RR CO	1684	WILBARGER
44	1	H&TC RR CO	1693	WILBARGER
4	4	H&TC RR CO	1695	WILBARGER
6	17	H&TC RR CO	1696	WILBARGER
58	2	H&TC RR CO	1700	WILBARGER
18	3	H&TC RR CO	1701	WILBARGER

36	6	H&TC RR CO	1704	WILBARGER
30	9	H&TC RR CO	1705	WILBARGER
16	2	H&TC RR CO	1706	WILBARGER
28	2	H&TC RR CO	1708	WILBARGER
28	2	H&TC RR CO	1709	WILBARGER
12	4	H&TC RR CO	1710	WILBARGER
4	17	H&TC RR CO	1718	WILBARGER
4	4	H&TC RR CO	1719	WILBARGER
2		CG&SF RR CO	1732	WILBARGER
102	14	H&TC RR CO	1737	WILBARGER
24	1	H&TC RR CO	1745	WILBARGER
26	1	H&TC RR CO	1746	WILBARGER
4	2	H&TC RR CO	1750	WILBARGER
38	1	H&TC RR CO	1751	WILBARGER
38	1	H&TC RR CO	1752	WILBARGER
26	3	H&TC RR CO	1757	WILBARGER
42	1	H&TC RR CO	1759	WILBARGER
54	1	H&TC RR CO	1761	WILBARGER
42	1	H&TC RR CO	1762	WILBARGER
46	2	H&TC RR CO	1763	WILBARGER
10	2	H&TC RR CO	1764	WILBARGER
14	1	H&TC RR CO	1769	WILBARGER
30	3	H&TC RR CO	1771	WILBARGER
34	1	H&TC RR CO	1776	WILBARGER
12	3	H&TC RR CO	1777	WILBARGER
16	3	H&TC RR CO	1778	WILBARGER
10	18	H&TC RR CO	1781	WILBARGER
2		CT&MC RR CO	1783	WILBARGER
2		CT&MC RR CO	1783	WILBARGER
48	18	H&TC RR CO	1784	WILBARGER
58	1	H&TC RR CO	1785	WILBARGER
26	1	H&TC RR CO	1786	WILBARGER
76	1	H&TC RR CO	1788	WILBARGER
4	1	H&TC RR CO	1789	WILBARGER
4	18	D&W RR CO	1789	WILBARGER
2		ROBERT YOUNG	1790	WILBARGER
32	3	H&TC RR CO	1791	WILBARGER
24	6	H&TC RR CO	1792	WILBARGER
22	4	H&TC RR CO	1793	WILBARGER
16	4	H&TC RR CO	1794	WILBARGER

56	1	H&TC RR CO	1795	WILBARGER
3	18	D&W RR CO	1797	WILBARGER
5		D&W RR CO	1798	WILBARGER
44	2	H&TC RR CO	1803	WILBARGER
24	18	H&TC RR CO	1811	WILBARGER
22	18	H&TC RR CO	1813	WILBARGER
30	4	H&TC RR CO	1816	WILBARGER
14	6	H&TC RR CO	1818	WILBARGER
106	14	H&TC RR CO	1826	WILBARGER
50	2	H&TC RR CO	1829	WILBARGER
2	18	D&W RR CO	1831	WILBARGER
4	2	H&TC RR CO	1832	WILBARGER
18		BS&F RR CO	1833	WILBARGER
24	6	H&TC RR CO	1836	WILBARGER
4	17	H&TC RR CO	1837	WILBARGER
12	1	H&TC RR CO	1846	WILBARGER
62	1	H&TC RR CO	1855	WILBARGER
68	2	H&TC RR CO	1857	WILBARGER
54	18	H&TC RR CO	1859	WILBARGER
32	4	H&TC RR CO	1860	WILBARGER
12	5	H&TC RR CO	1861	WILBARGER
2	5	H&TC RR CO	1868	WILBARGER
38	1	H&TC RR CO	1869	WILBARGER
4	2	H&TC RR CO	1876	WILBARGER
36	2	H&TC RR CO	1878	WILBARGER
42	3	H&TC RR CO	1879	WILBARGER
18	4	H&TC RR CO	1890	WILBARGER
12	18	H&TC RR CO	1892	WILBARGER
6	18	H&TC RR CO	1897	WILBARGER
28	4	H&TC RR CO	1899	WILBARGER
10		D&W RR CO	1900	WILBARGER
6	8	H&TC RR CO	1905	WILBARGER
8	17	H&TC RR CO	1908	WILBARGER
18		H&TC RR CO	1910	WILBARGER
6	8	H&TC RR CO	1915	WILBARGER
24	3	H&TC RR CO	1918	WILBARGER
46	3	H&TC RR CO	1919	WILBARGER
		W. CARSON	1924	WILBARGER
32	3	H&TC RR CO	1926	WILBARGER
1	18	D&W RR CO	1929	WILBARGER

28	1	H&TC RR CO	1930	WILBARGER
2	6	H&TC RR CO	1931	WILBARGER
4	5	H&TC RR CO	1940	WILBARGER
2	3	H&TC RR CO	1942	WILBARGER
18	3	H&TC RR CO	1947	WILBARGER
80	2	H&TC RR CO	1950	WILBARGER
24	4	H&TC RR CO	1953	WILBARGER
4	5	H&TC RR CO	1954	WILBARGER
2		MK&TE RR CO	1955	WILBARGER
6	17	H&TC RR CO	1957	WILBARGER
44	3	H&TC RR CO	1958	WILBARGER
12	6	H&TC RR CO	1963	WILBARGER
60	1	H&TC RR CO	1964	WILBARGER
52	2	H&TC RR CO	1965	WILBARGER
8	1	H&TC RR CO	1967	WILBARGER
18	18	H&TC RR CO	1969	WILBARGER
24	3	H&TC RR CO	1994	WILBARGER
28	18	H&TC RR CO	2003	WILBARGER
6	7	H&TC RR CO	2013	WILBARGER
6	9	H&TC RR CO	2051	WILBARGER
22	6	H&TC RR CO	2052	WILBARGER
22	2	H&TC RR CO	2068	WILBARGER
16	3	H&TC RR CO	2078	WILBARGER
22	3	H&TC RR CO	2079	WILBARGER
3A		OA LINDSEY	2081	WILBARGER
78	2	H&TC RR CO	2090	WILBARGER
12	5	H&TC RR CO	2091	WILBARGER
22	3	H&TC RR CO	2106	WILBARGER
70	1	H&TC RR CO	2109	WILBARGER
74		H&TC RR CO	2110	WILBARGER
69	2	H&TC RR CO	2111	WILBARGER
66	18	H&TC RR CO		WILBARGER
28	3	H&TC RR CO		WILBARGER
4		BROWNING & NEWTON		WILBARGER
17	6	H&TC RR CO		WILBARGER
31	6	H&TC RR CO		WILBARGER
9	6	H&TC RR CO	A-59	WILBARGER
8	4	H&TC RR CO	STATE	WILBARGER
	18	H&TC RR CO	STATE	WILBARGER



**Exhibit A**

**Amended and Restated Guidelines and Criteria**

# Guidelines & Criteria For Granting Tax Abatements And Reinvestment Zones

## Wilbarger County, Texas

### Preamble

Pursuant to Chapter 312 of the Texas Tax Code, Wilbarger County may consider an application for tax abatement, designate a reinvestment zone and enter into a tax abatement agreement as provided in these Guidelines and Criteria.

### I. Abatement Application Procedure

(a) **Who May Apply.** Any present or potential owner or lessee of taxable property in Wilbarger County may submit an application for tax abatement conforming to the requirements outlined herein.

(b) **Eligible Property.** Abatement may only be granted for the following property constructed or otherwise put in place after the effective date of the tax abatement agreement: new, expanded or modernized buildings and structures, fixed machinery and equipment; site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code. Property owned or leased by any member of the Commissioners Court may not be subject to a tax abatement agreement.

(c) **Application Provisions.** The application shall consist of a completed Wilbarger County Tax Abatement Application Form, which shall contain the following:

(1) information showing how the project meets the requirements of the criteria outlined in Section II below;

(2) a map and description of the property;

(3) a time schedule for completing the planned improvements;

(4) the estimated taxable value or range of values of the project or facility; and

(5) basic financial information about the principles sufficient to enable evaluation of the applicant's financial capacity.

(6) the application shall be accompanied by an application fee of \$1,000.00 payable to Wilbarger County.

(d) **Procedure for Application Consideration.** The procedure for consideration by the County of a Tax Abatement Application is as follows:

(1) An applicant may request a Tax Abatement Application from the County Judge's Secretary.

(2) After an applicant completes the Tax Abatement Application, applicant provides a copy to each member of the Wilbarger County Commissioners Court and the County Judge's Secretary.

(3) After receipt of an application, the Commissioners Court determines within forty-five (45) days how to proceed with the application. The Commissioners Court shall choose either to deny the application, consider the application, or consider the application on an expedited basis.

(A) **Denial of application.** If the Commissioners Court chooses to deny the application, it shall make a finding by majority vote at a regularly scheduled meeting that the application does not meet the requirements of the criteria provided below in Section II;

(B) **Consideration of application.** If the Commissioners Court determines that the application should be further considered, the County Judge shall schedule a hearing to obtain public input on the application. At least seven (7) days prior to the hearing, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and, if a new reinvestment zone is to be established, must publish notice of the hearing time, place and subject in the local newspaper. At the hearing, the Commissioners Court evaluates the application against the criteria in Section II and decides whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is not designated, the application fails, although it may be amended and resubmitted. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then arrange to consider for approval the tax abatement agreement between the applicant and the county at its next regularly scheduled meeting. At least seven days prior to entering into a tax abatement agreement, the County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which abatement is sought, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement or to decline the application. An approved tax abatement agreement may be executed in the same manner as other contracts made by the county.

(C) **Expedited consideration of application.** If the County determines that the application should receive expedited consideration, the County Judge shall schedule an opportunity to obtain public input on the application at the Commissioners Court's next meeting. At least seven (7) days prior to the meeting, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and, if a new reinvestment zone is to be established, must publish notice of the hearing time, place and subject in the local newspaper. Also within said time period the County must give written notice of its intent to enter into a tax abatement agreement to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought, along with a copy of the proposed tax abatement agreement. During the regularly scheduled meeting, the Commissioners Court evaluates the application against the criteria in Section II and decides whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioner Court shall pass an order to that effect and may then immediately consider for approval the tax abatement agreement between the applicant and the County. After consideration, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement, or to decline the application. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(D) **Confidentiality.** As required by Section 312.003 of the Texas Tax Code, information that is provided to Wilbarger County in connection with an application or request for tax abatement under this chapter and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed.

## II. Criteria for Designating a Reinvestment Zone

**(a) Minimum Requirement.** To be designated a reinvestment zone, County Commissioners must find by majority vote that the property for which the abatement is sought would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property to be included in the zone and would contribute to the economic development of the county as provided in section 312.401(b) of the Texas Tax Code.

**(b) Criteria.** In determining whether to designate a reinvestment zone and whether to enter into a tax abatement agreement, the Commissioners Court shall consider the following factors, among others determined appropriate by the Court:

- (1) value of land and existing improvements, if any;
- (2) type and value of proposed improvements;
- (3) productive life of proposed improvements;
- (4) number of existing jobs to be retained by proposed improvements.
- (5) number and type of new jobs, if any, to be created by proposed improvements;
- (6) costs to be incurred by Wilbarger County, if any, to provide facilities or services directly resulting from the new improvements;
- (7) types and values of public improvements, if any, to be made by applicant seeking abatement;
- (8) the amount of ad valorem property taxes to be paid to Wilbarger County after expiration of the abatement agreement;
- (9) the impact on the business opportunities of existing businesses and the attraction of new businesses to the area, if any; and
- (10) the overall compatibility with the zoning ordinances and comprehensive plan, if any, for the area.

## III. Format for Tax Abatement Agreement

**(a) Required Provisions.** If the Wilbarger County Commissioners Court designates a reinvestment zone, it may consider and execute a tax abatement agreement with the owner of the designated property and lessee, as appropriate, as outlined above. Any tax abatement agreement shall include at least the following:

- (1) the kind, number and location of all proposed improvements of the property;
- (2) provisions allowing for reasonable access to the property for initial and intermittent inspection purposes by County employees or designated representatives to ensure improvements are made in compliance with the agreement;
- (3) provisions limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the area during the period of abatement;
- (4) provisions for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided in the agreement;
- (5) each term agreed to by the recipient of the abatement;
- (6) a requirement that the abatement recipient certify its compliance with the agreement annually to the County; and
- (7) provisions allowing the County to cancel or modify the agreement if the recipient is out of compliance with the agreement.

- (b) **Optional Provisions.** The tax abatement agreement may also contain any or all of the following items, in addition to any others deemed appropriate by the contracting parties:
- (1) the estimated taxable value or range of values for which taxes are to be abated;
  - (2) percent of value to be abated each year;
  - (3) the commencement and termination dates of the abatement;
  - (4) proposed use of the property;
  - (5) nature of construction, time schedule, map and property description;
  - (6) contractual obligations in the event of default or violation of terms or conditions;
  - (7) size of investment and number of temporary and permanent jobs involved, if any;
  - (8) provisions for dispute resolution.
- (c) **Duration and Portion of Abatement.** A tax abatement agreement granted by Wilbarger County shall be up to but not exceeding ten (10) years in duration and up to but not exceeding 100% in portion of ad valorem property taxes abated.
- (d) **Time Limit.** Such agreement shall be executed within 30 days after passage of the resolution approving the agreement, unless the County and the applicant mutually agree otherwise.

#### **IV. Administration of Tax Abatement Agreement**

- (a) **Inspections.** County employees or their designated representatives shall have reasonable access to the property for initial and intermittent inspection purposes in order to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement.
- (b) **Cure Provisions.** Should Wilbarger County determine that the company or individual receiving the abatement is in default of the tax abatement agreement, it shall notify the company or individual of such default in writing at the address specified in the agreement, and if such is not cured within sixty (60) days of notice, the agreement may be terminated by the County.
- (c) **Modification and Termination.** At any time before the expiration of a tax abatement agreement, an agreement may be modified by the parties to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. The modification must be made by the same procedure by which the original agreement was made. An agreement may also be terminated by the mutual consent of the parties in the same way the agreement was made, or by other means as agreed by the parties according to the provisions of the agreement.

## **V. Transfer or Assignment**

Tax abatement agreements may be assigned to a new owner or lessee of the facility with the written consent of the Commissioners Court. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of a tax abatement agreement shall be to an entity that contemplates the same improvements or repairs to the project, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee is indebted to the County for ad valorem taxes or other obligations.

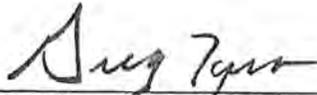
## **VI. Variances from Guidelines and Criteria**

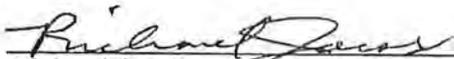
The Commissioners Court shall have the authority to enter into an abatement agreement with terms and conditions that vary from the terms and conditions in these Guidelines and Criteria so long as the Commissioners Court determines that such variances are in the best interests of the County. Any terms or conditions contained in an abatement agreement approved by the Commissioners Court that vary from the terms and conditions in these Guidelines and Criteria shall automatically be deemed to have been granted an approved variance by the Commissioners Court and shall be binding and enforceable as agreed to in the abatement agreement.

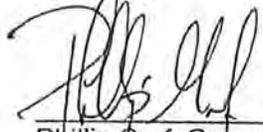
## **VII. Sunset and Amendment of Guidelines and Criteria**

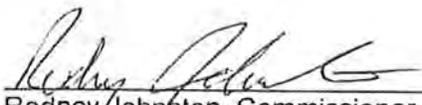
These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-fourths vote of the Wilbarger County Commissioners Court.

Passed and approved at a regular meeting of the Wilbarger County Commissioners' Court, at which a quorum was present on the 27 day of April, 2015.

  
\_\_\_\_\_  
Greg Tyra, County Judge

  
\_\_\_\_\_  
Richard Jacobs, Commissioner,  
Precinct 1

  
\_\_\_\_\_  
Phillip Graf, Commissioner,  
Precinct 2

  
\_\_\_\_\_  
Rodney Johnston, Commissioner,  
Precinct 3

  
\_\_\_\_\_  
Josh Patterson, Commissioner,  
Precinct 4

**Tab Item 17**

**Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative (applicant)**

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here Jeff Byrd  
Print Name (Authorized School District Representative)

Superintendent  
Title

sign here [Signature]  
Signature (Authorized School District Representative)

8-26-19  
Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here Philip Moore, Sr. Vice President  
Print Name (Authorized Company Representative (Applicant))

Sr. Vice President  
Title

sign here [Signature]  
Signature (Authorized Company Representative (Applicant))

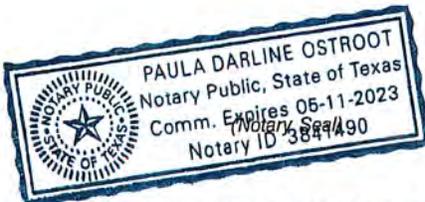
August 13, 2019  
Date

GIVEN under my hand and seal of office this, the

13<sup>th</sup> day of August 2019

[Signature]  
Notary Public in and for the State of Texas

My Commission expires: 5/11/2023



If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE  
AUSTIN, TEXAS 78701  
TELEPHONE: (512) 494-9949  
FACSIMILE: (512) 494-9919

October 29, 2019

Local Government Assistance & Economic Analysis  
Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528

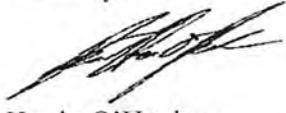
RE: 1424-Amendment001 to the Vernon Independent School District from Western Trail Wind, LLC

To the Local Government Assistance & Economic Analysis Division:

Enclosed, please find Amendment001 to Vernon from Western Trail Wind, LLC. The following changes have been made:

1. Section 4, Q4 and 4a. – Answer should be yes. Please list other project (Harrold ISD). **Changed to yes and listed Harrold ISD application # 1435**
2. Section 7, Q2: You checked “Land has existing improvements.” In Section 13, you list zero values and in Tab 10, you explain. If a 0.00 value for existing property is claimed please provide a letter from the CAD explaining the 0 evaluation. **Changed to Land has no existing improvements**
3. In Tab 10 you also state “the installation of 4,000 linear feet of road connecting two sets of two foundation roads.” Is this road complete? **Road is completed and Tab Item 10 has been edited to indicate this**
4. Section 9: Please revise all projected dates. School districts that plan to enter agreements that designate calendar year 2020 as the first complete tax year of the qualifying time period or limitation must receive an agency completeness letter by Sept. 1, 2019. Applications submitted to the agency after Sept. 1, 2019, or applications that are not designated as complete by the agency by Sept. 1, 2019, should designate a first qualifying year beginning on Jan. 1, 2021. **Beginning of qualifying time period has been changed to 1/1/2021 in Section 9**
5. All Schedules will need to be adjusted due to item #4. – **All Schedules have been updated**
6. Tab 11: Please include a new or revised map to show ONLY the boundaries for this application. If showing both, please make them different colors and adjust legend. **Maps have been updated**
7. Tab 12: Job Waiver letter must state the industry standard for the number of employees reasonably necessary for the operation of just this application. This must include either a clearly stated industry standard number of jobs or a testable calculation; for example, a specific number of jobs per a specific number of turbines/MW. Please do include the other jobs/turbines in this letter. **Updated Job waiver letter**

Sincerely,



Kevin O'Hanlon  
School District Consultant

Cc: Wilbarger County Appraisal District  
Western Trail Wind, LLC

Texas Comptroller of Public Accounts

SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

David

Sewell

First Name

Last Name

Attorney

Title

Stahl, Davies, Sewell, Chavarria & Friend, LLP

Firm Name

(512) 346-5558

(512) 346-2712

Fax Number

Phone Number

dsewell@sbaustinlaw.com

Business Email Address

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district?  Yes  No

The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

1a. If yes, attach in Tab 2 proof of application fee paid to the school district.

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)?  Yes  No  N/A

3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)?  Yes  No  N/A

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? Western Trail Wind, LLC

2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32066890602

3. List the NAICS code 221115

4. Is the applicant a party to any other pending or active Chapter 313 agreements?  Yes  No

4a. If yes, please list application number, name of school district and year of agreement

1435, Harrold Independent School District, 2019

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Corporation

2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)?  Yes  No

2a. If yes, attach in Tab 3 a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.

3. Is the applicant current on all tax payments due to the State of Texas?  Yes  No

4. Are all applicant members of the combined group current on all tax payments due to the State of Texas?  Yes  No  N/A

5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in Tab 3)

Empty box for explanation of tax payment status.

Texas Comptroller of Public Accounts

**SECTION 6: Eligibility Under Tax Code Chapter 313.024**

1. Are you an entity subject to the tax under Tax Code, Chapter 171?  Yes  No
2. The property will be used for one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
  - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051  Yes  No
3. Are you requesting that any of the land be classified as qualified investment?  Yes  No
4. Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
5. Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
6. Are you including property that is owned by a person other than the applicant?  Yes  No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

**SECTION 7: Project Description**

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:
 

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements ( <i>complete Section 13</i> )
<input type="checkbox"/> Expansion of existing operation on the land ( <i>complete Section 13</i> )	<input type="checkbox"/> Relocation within Texas

**SECTION 8: Limitation as Determining Factor**

1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No
3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No
7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

**Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.**

Texas Comptroller of Public Accounts

SECTION 9: Projected Timeline

- 1. Application approval by school board ..... Q2 2019
  - 2. Commencement of construction ..... December 2020
  - 3. Beginning of qualifying time period ..... 6/1/2020
  - 4. First year of limitation ..... 1/1/2022
  - 5. Begin hiring new employees ..... Q4 2021
  - 6. Commencement of commercial operations ..... Q4 2021
  - 7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? .....  Yes  No
- Note:** Improvements made before that time may not be considered qualified property.
- 8. When do you anticipate the new buildings or improvements will be placed in service? ..... Q4 2021

SECTION 10: The Property

- 1. Identify county or counties in which the proposed project will be located ..... Wilbarger County
- 2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property ..... Wilbarger County Appraisal District
- 3. Will this CAD be acting on behalf of another CAD to appraise this property? .....  Yes  No
- 4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
  - County: Wilbarger, \$0.49873, 100% (Name, tax rate and percent of project) City: (Name, tax rate and percent of project)
  - Hospital District: General Hospital, 0.160466, 100% (Name, tax rate and percent of project) Water District: (Name, tax rate and percent of project)
  - Other (describe): Vernon College, 0.232367, 100% (Name, tax rate and percent of project) Other (describe): (Name, tax rate and percent of project)
- 5. Is the project located entirely within the ISD listed in Section 1? .....  Yes  No
  - 5a. If no, attach in Tab 6 additional information on the project scope and size to assist in the economic analysis.
- 6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? .....  Yes  No
  - 6a. If yes, attach in Tab 6 supporting documentation from the Office of the Governor.

SECTION 11: Investment

**NOTE:** The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at [comptroller.texas.gov/economy/local/ch313/](http://comptroller.texas.gov/economy/local/ch313/).

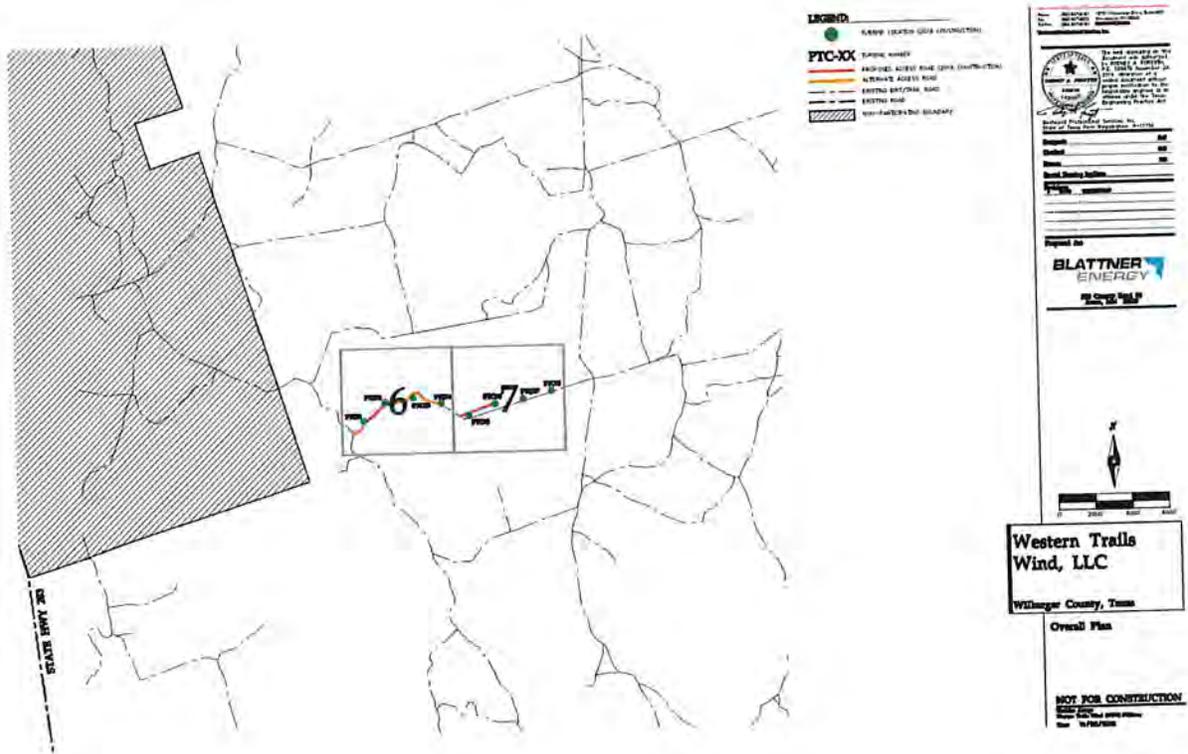
- 1. At the time of application, what is the estimated minimum qualified investment required for this school district? ..... 30,000,000.00
  - 2. What is the amount of appraised value limitation for which you are applying? ..... 30,000,000.00
- Note:** The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
- 3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? .....  Yes  No
  - 4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
    - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 7);
    - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (Tab 7); and
    - c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (Tab 11).
  - 5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? .....  Yes  No

### Tab Item 10

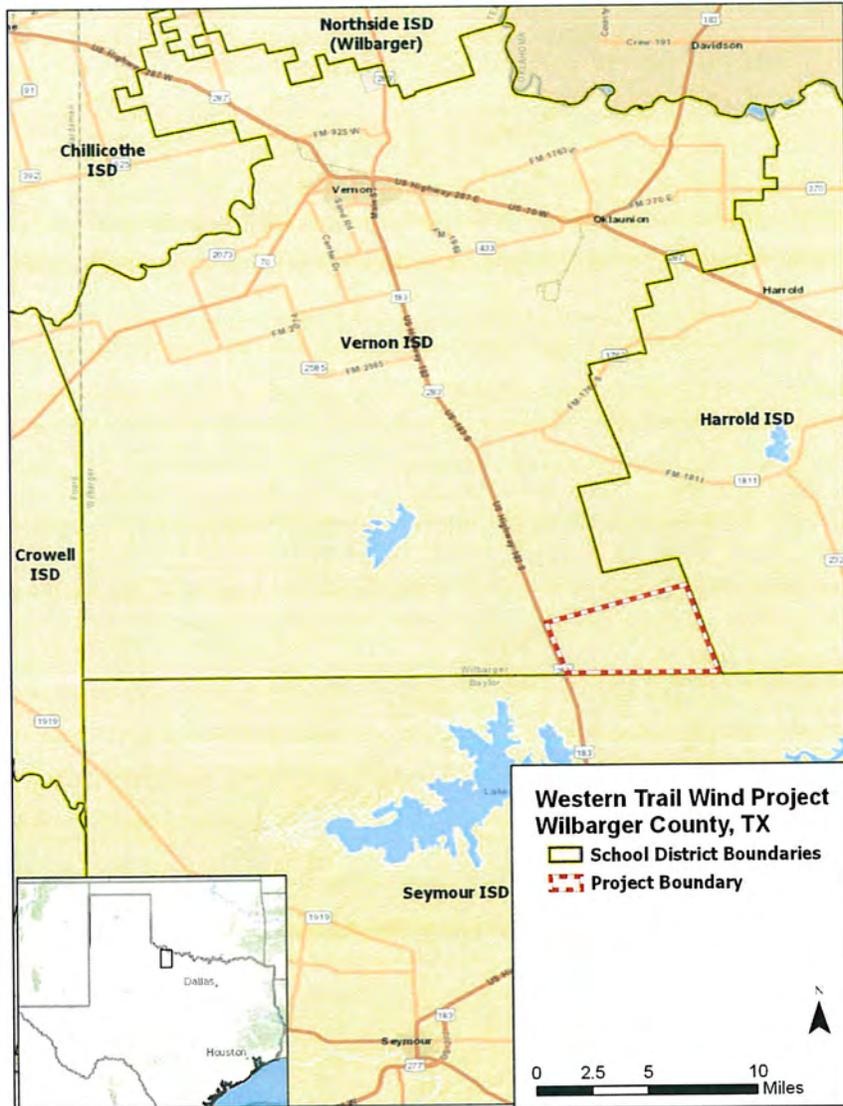
#### Description of all property not eligible to become qualified property

Applicant completed a minor amount of pre-construction work in December of 2018 at the Project site in order to qualify the Project for the federal income tax Production Tax Credit in accordance with federal law. This pre-construction work consisted of earth-moving to prepare eight (8) holes for turbine foundations (though turbine foundations were not installed) and the installation and completion of 4,000 linear feet of road connecting two sets of two foundation holes. These preconstruction activities were not deemed to have created taxable improvements by the Wilbarger County Central Appraisal District, and no tax bill was delivered. The pre-construction activities did not result in the creation of any Qualified Property.

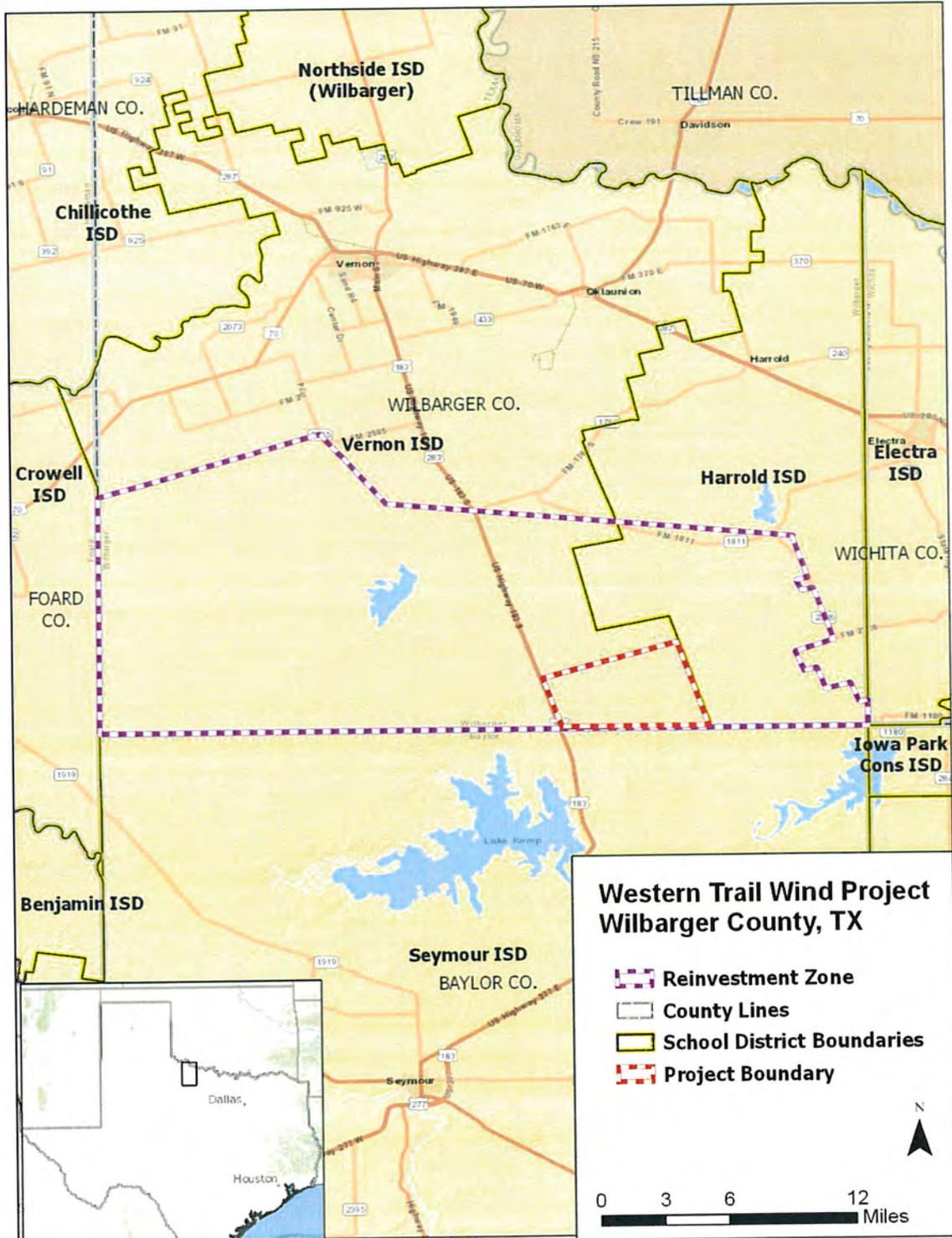
The 2018 pre-construction activities are represented with a map below:



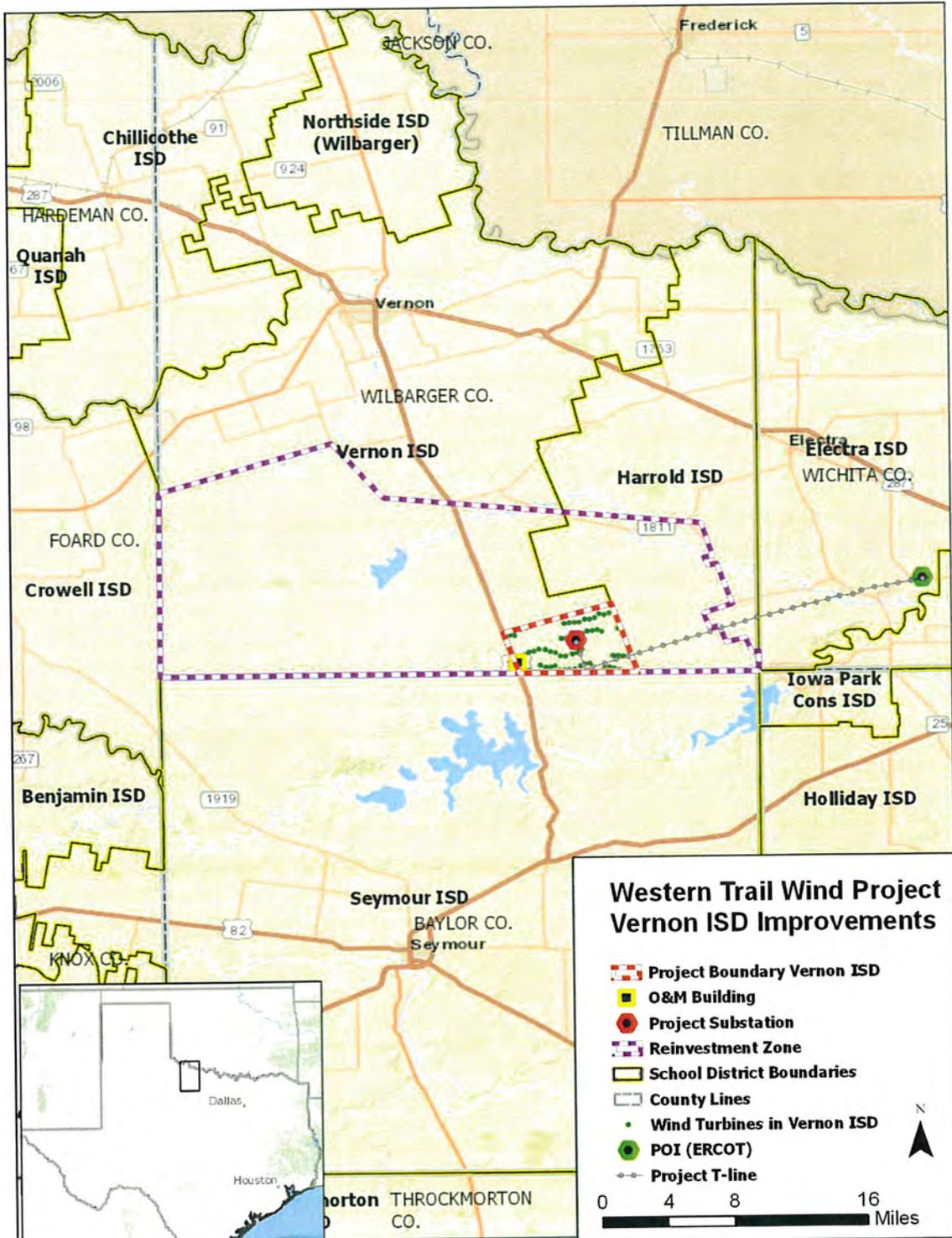
Tab Item 11  
Maps  
Vicinity Map:



**Location of Vernon ISD Boundary, Harrold ISD Boundary, Wilbarger County Boundary, Reinvestment Zones, Project Boundary, Qualified Investment, and Qualified Property:**



Improvements in Vernon ISD:



**Tab Item 12**

**Request for Waiver of Job Creation Requirement**

August 28, 2019

Superintendent Jeff Byrd  
Vernon ISD  
1713 Wilbarger Street  
Vernon, TX 76384

Re: Chapter 313 Job Waiver Request

Dear Superintendent Byrd,

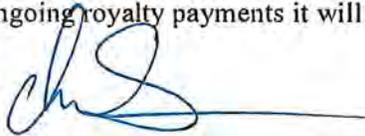
Please consider this letter to be Western Trail Wind, LLC's formal request to waive the minimum new job creation requirement, as provided under Texas Tax Code 313.025(f-l).

The governing body of a school district may waive the new jobs creation requirement in Section 313.021(2)(A)(iv)(b) or 313.051(b) and approve an application if the governing body makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property that is described in this application. Wind energy projects create many full-time jobs during the construction phase, but these jobs are temporary by nature. Once the project is in operation, a small crew of full-time employees will maintain and operate the facility. Approximately one full time employee is needed per 15 wind turbines installed during the operations of a wind energy project. We expect to install fifty-four (54) turbines throughout Vernon ISD for the project. As such, we can commit to creating four (4) full-time positions to fill the project's needs in Vernon ISD. All would be qualifying jobs as described in Section 313.021(3) of the Texas Tax Code.

The applicant requests that the Vernon ISD's Board of Trustees make such a finding and waive the job creation requirement. This waiver request is in line with industry standards for the job requirements for a wind energy facility of this size, as evidenced by limitation agreement applications that have been filed by other wind energy developers, and by documentation related to the development and operation of wind generation facilities.

The project stands to provide significant benefits to the community with respect to increased tax base and the ongoing royalty payments it will make to local landowners.

Kind Regards,



Charlie Smith  
Development Director

Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)

1424-Vermont-Western Trail Wind, LLC-Amendment001  
October 29, 2019

Form 50-296A  
Revised May 2014

Date: \_\_\_\_\_  
Applicant Name: Western Trail Wind, LLC  
ISD Name: Vernon ISD

PROPERTY INVESTMENT AMOUNTS

		(Estimated investment in each year. Do not put cumulative totals.)						
		Column A	Column B	Column C	Column D	Column E		
Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) (YYYY-YYYY)	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other new investment made during this year that will become Qualified Property (SEE NOTE)	Other new investment made during this year that may become Qualified Property (NOTE)	Total Investment (Sum of Columns A+B+C+D)		
Investment made before filing complete application with district.			Not eligible to become Qualified Property					
Investment made after filing complete application with district, but before final board approval of application	2019 (See note 1)	2019						
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period						\$0		
Investment made before filing complete application with district.								
Investment made after filing complete application with district, but before final board approval of application	2020 (See note 2)	2020						
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period								
Complete tax year of qualifying time period	2021	2021	\$1,000,000			\$159,400,000	\$159,400,000	
Complete tax year of qualifying time period	2022	2022						
<b>Total Investment through Qualifying Time Period (ENTER this row in Schedule A2)</b>			\$1,000,000			\$159,400,000	\$159,400,000	
			Enter amounts from TOTAL row above in Schedule A2				\$0	\$0
		<b>Total Qualified Investment (sum of green cells)</b>				\$159,400,000		

NOTE 1: Although the application is being filed in 2019, no part of 2019 is part of the Qualifying Time Period.  
NOTE 2: The Qualifying Time Period will begin on the Application Approval Date when it occurs in 2020.

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Column B: Only tangible personal property that is specifically described in the application can become qualified property.

Column C: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.02(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column E: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

PROPERTY INVESTMENT AMOUNTS									
(Estimated investment in each year. Do not put cumulative totals.)									
Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below)	Column A New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	Column B New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Column C Other investment made during this year that will not become Qualified Property (SEE NOTE)	Column D Other investment made during this year that will become Qualified Property (SEE NOTE)	Column E Total Investment (A+B+C+D)		
-	TOTALS FROM SCHEDULE A1		\$158,400,000	\$1,000,000	\$0	\$0	\$159,400,000		
0	2019-2020	2019							
0	2020-2021	2020							
0	2021-2022	2021	\$158,400,000	\$1,000,000	\$0	\$0	\$159,400,000		
1	2022-2023	2022	\$0	\$0	\$0	\$0	\$0		
2	2023-2024	2023	\$0	\$0	\$0	\$0	\$0		
3	2024-2025	2024	\$0	\$0	\$0	\$0	\$0		
4	2025-2026	2025	\$0	\$0	\$0	\$0	\$0		
5	2026-2027	2026	\$0	\$0	\$0	\$0	\$0		
6	2027-2028	2027	\$0	\$0	\$2,000,000	\$0	\$2,000,000		
7	2028-2029	2028	\$0	\$0	\$2,000,000	\$0	\$2,000,000		
8	2029-2030	2029	\$0	\$0	\$2,000,000	\$0	\$2,000,000		
9	2030-2031	2030	\$0	\$0	\$2,000,000	\$0	\$2,000,000		
10	2031-2032	2031	\$0	\$0	\$2,000,000	\$0	\$2,000,000		
Total investment made through limitation			\$158,400,000	\$1,000,000	\$10,000,000	\$0	\$169,400,000		
11	2032-2033	2032			\$3,000,000		\$3,000,000		
12	2033-2034	2033			\$3,000,000		\$3,000,000		
13	2034-2035	2034			\$3,000,000		\$3,000,000		
14	2035-2036	2035			\$3,000,000		\$3,000,000		
15	2036-2037	2036			\$3,000,000		\$3,000,000		
16	2037-2038	2037			\$3,000,000		\$3,000,000		
17	2038-2039	2038			\$3,000,000		\$3,000,000		
18	2039-2040	2039			\$3,000,000		\$3,000,000		
19	2040-2041	2040			\$3,000,000		\$3,000,000		
20	2041-2042	2041			\$3,000,000		\$3,000,000		
21	2042-2043	2042			\$3,000,000		\$3,000,000		
22	2043-2044	2043			\$3,000,000		\$3,000,000		
23	2044-2045	2044			\$3,000,000		\$3,000,000		
24	2045-2046	2045			\$3,000,000		\$3,000,000		
25	2046-2047	2046			\$3,000,000		\$3,000,000		

NOTE 1: Although the application is being filed in 2019, no part of 2019 is part of the Qualifying Time Period.  
 NOTE 2: The Qualifying Time Period will begin on the Application Approval Date when it occurs in 2020.  
 \* All investments made through the qualifying time period are captured and totaled on Schedule A1 (blue box) and incorporated into this schedule in the first row.  
 \*\* Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were not captured on Schedule A1.  
 \*\*\* If your qualifying time period will overlap your value limitation period, do not also include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.  
 For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.  
 Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.  
 Column B: Only tangible personal property that is specifically described in the application can become qualified property.  
 Column C: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.  
 Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property.  
 Column E: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Western Trail Wind, LLC

Vernon ISD

Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value			
			Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for ISD after all reductions	Final taxable value for M&O after all reductions	
0	2019-2020	2019	\$0						
0	2020-2021	2020	\$0						
0	2021-2022	2021	\$0						
1	2022-2023	2022	\$0	\$980,000	\$156,212,000	\$157,192,000	\$157,192,000	\$30,000,000	\$30,000,000
2	2023-2024	2023	\$0	\$921,200	\$146,839,280	\$147,760,480	\$147,760,480	\$30,000,000	\$30,000,000
3	2024-2025	2024	\$0	\$865,928	\$138,028,923	\$138,894,851	\$138,894,851	\$30,000,000	\$30,000,000
4	2025-2026	2025	\$0	\$813,972	\$129,747,188	\$130,561,160	\$130,561,160	\$30,000,000	\$30,000,000
5	2026-2027	2026	\$0	\$765,134	\$121,962,357	\$122,727,491	\$122,727,491	\$30,000,000	\$30,000,000
6	2027-2028	2027	\$0	\$719,226	\$114,644,615	\$115,363,841	\$115,363,841	\$30,000,000	\$30,000,000
7	2028-2029	2028	\$0	\$676,072	\$107,765,938	\$108,442,011	\$108,442,011	\$30,000,000	\$30,000,000
8	2029-2030	2029	\$0	\$635,508	\$101,299,982	\$101,935,490	\$101,935,490	\$30,000,000	\$30,000,000
9	2030-2031	2030	\$0	\$597,378	\$95,221,983	\$95,819,361	\$95,819,361	\$30,000,000	\$30,000,000
10	2031-2032	2031	\$0	\$561,535	\$89,508,664	\$90,070,199	\$90,070,199	\$30,000,000	\$30,000,000
11	2032-2033	2032	\$0	\$527,843	\$84,138,144	\$84,665,987	\$84,665,987	\$84,665,987	\$84,665,987
12	2033-2034	2033	\$0	\$496,172	\$79,089,856	\$79,586,028	\$79,586,028	\$79,586,028	\$79,586,028
13	2034-2035	2034	\$0	\$466,402	\$74,344,454	\$74,810,866	\$74,810,866	\$74,810,866	\$74,810,866
14	2035-2036	2035	\$0	\$438,418	\$69,883,796	\$70,322,214	\$70,322,214	\$70,322,214	\$70,322,214
15	2036-2037	2036	\$0	\$412,113	\$65,690,769	\$66,102,881	\$66,102,881	\$66,102,881	\$66,102,881
16	2037-2038	2037	\$0	\$387,386	\$61,749,322	\$62,136,708	\$62,136,708	\$62,136,708	\$62,136,708
17	2038-2039	2038	\$0	\$364,143	\$58,044,363	\$58,408,506	\$58,408,506	\$58,408,506	\$58,408,506
18	2039-2040	2039	\$0	\$342,294	\$54,561,701	\$54,903,996	\$54,903,996	\$54,903,996	\$54,903,996
19	2040-2041	2040	\$0	\$321,757	\$51,287,999	\$51,609,756	\$51,609,756	\$51,609,756	\$51,609,756
20	2041-2042	2041	\$0	\$302,451	\$48,210,719	\$48,513,170	\$48,513,170	\$48,513,170	\$48,513,170
21	2042-2043	2042	\$0	\$284,304	\$45,318,076	\$45,602,380	\$45,602,380	\$45,602,380	\$45,602,380
22	2043-2044	2043	\$0	\$267,246	\$42,598,992	\$42,866,237	\$42,866,237	\$42,866,237	\$42,866,237
23	2044-2045	2044	\$0	\$251,211	\$40,043,052	\$40,294,263	\$40,294,263	\$40,294,263	\$40,294,263
24	2045-2046	2045	\$0	\$236,138	\$37,640,469	\$37,876,607	\$37,876,607	\$37,876,607	\$37,876,607
25	2046-2047	2046	\$0	\$221,970	\$35,382,041	\$35,604,011	\$35,604,011	\$35,604,011	\$35,604,011

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.  
Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Date

Applicant Name

Western Trail Wind, LLC

Form 50-296A

ISD Name

Vernon ISD

Revised May 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A Number of Construction FTE's or man-hours (specify)	Column B Average annual wage rates for construction workers	Column C Number of non-qualifying jobs applicant estimates it will create (cumulative)	Column D Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column E Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019	N/A	N/A	0	0	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2020-2021	2020	21 FTEs	\$40,000	0	0	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2021-2022	2021	180 FTEs	\$40,000	0	0	
Value Limitation Period	1	2022-2023	2022	N/A	N/A	0	4	\$57,512.40
	2	2023-2024	2023	N/A	N/A	0	4	\$57,512.40
	3	2024-2025	2024	N/A	N/A	0	4	\$57,512.40
	4	2025-2026	2025	N/A	N/A	0	4	\$57,512.40
	5	2026-2027	2026	N/A	N/A	0	4	\$57,512.40
	6	2027-2028	2027	N/A	N/A	0	4	\$57,512.40
	7	2028-2029	2028	N/A	N/A	0	4	\$57,512.40
	8	2029-2030	2029	N/A	N/A	0	4	\$57,512.40
	9	2030-2031	2030	N/A	N/A	0	4	\$57,512.40
10	2031-2032	2031				4	\$57,512.40	
Years Following Value Limitation Period	11 through 25	2032-2047	2031-2046	N/A	N/A	0	4	\$57,512.40

Notes: See TAC 9.1051 for definition of non-qualifying jobs.  
Only include jobs on the project site in this school district.

- C1. Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25  Yes  No  
qualifying jobs in Subchapter B districts. 10 qualifying jobs in Subchapter C districts)  
If yes, answer the following two questions:
- C1a. Will the applicant request a job waiver, as provided under 313.025(f-1)?  Yes  No
- C1b. Will the applicant avail itself of the provision in 313.021(3)(F)?  Yes  No

**Schedule D: Other Incentives (Estimated)**

Form 50-296A  
 Revised May 2014

Western Trail Wind, LLC  
 Vernon ISD

Date  
 Applicant Name  
 ISD Name

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County: N/A City: N/A Other: N/A					
Tax Code Chapter 312	County: Wilbarger County City: N/A Other: N/A	2022	10 years	\$705,660	\$387,660 (54.93%)	\$318,000
Local Government Code Chapters 380/381	County: N/A City: N/A Other: N/A					
Freeport Exemptions	N/A					
Non-Annexation Agreements	N/A					
Enterprise Zone/Project	N/A					
Economic Development Corporation	N/A					
Texas Enterprise Fund	N/A					
Employee Recruitment	N/A					
Skills Development Fund	N/A					
Training Facility Space and Equipment	N/A					
Infrastructure Incentives	N/A					
Permitting Assistance	N/A					
Other:	N/A					
Other:	N/A					
Other:	N/A					
Other:	N/A					
<b>TOTAL</b>				<b>\$705,660</b>	<b>\$387,660</b>	<b>\$318,000</b>

Additional information on incentives for this project:

Texas Comptroller of Public Accounts

Business Entity  
Authorization  
Form 50-296-A

SECTION 16. Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

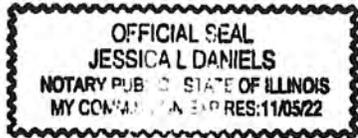
print here → Jeff Byrd Title Superintendent Vernon ISD  
Print Name (Authorized School District Representative) Title  
sign here → [Signature] Date 10-25-19  
Signature (Authorized School District Representative) Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here → Paul Moore Title General Mgr. Precision  
Print Name (Authorized Company Representative (Applicant)) Title  
sign here → [Signature] Date 10/23/2019  
Signature (Authorized Company Representative (Applicant)) Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

23 day of October, 2019  
Jessica Daniels  
Notary Public in and for the State of Texas Illinois  
My Commission expires: 11/05/22

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

**O'HANLON, DEMERATH & CASTILLO**

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE  
AUSTIN, TEXAS 78701  
TELEPHONE: (512) 494-9949  
FACSIMILE: (512) 494-9919

December 16, 2019

Local Government Assistance & Economic Analysis  
Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528

RE: 1424-Supplement001 to the Vernon Independent School District from Western Trail Wind, LLC

To the Local Government Assistance & Economic Analysis Division:

Enclosed, please find Supplement001 to Vernon from Western Trail Wind, LLC. The following changes have been made:

1. Section 14 of the Applications. Questions 7a, 7b, 9 and 10 – Updated wages
2. Tab 13 – 2<sup>nd</sup> Qtr. of 2019 now available. Updated wages
3. Tab 14 – Schedule C – Updated wage

A copy of the supplement will be transmitted to the Wilbarger CAD.

Sincerely,



Kevin O'Hanlon  
School District Consultant

Cc: Wilbarger County Appraisal District  
Western Trail Wind, LLC

Texas Comptroller of Public Accounts

SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? ..... 0
2. What is the last complete calendar quarter before application review start date:  
 First Quarter     Second Quarter     Third Quarter     Fourth Quarter of 2019  
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? ..... 0  
**Note:** For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? ..... 4
5. What is the number of new non-qualifying jobs you are estimating you will create? ..... 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? .....  Yes     No
  - 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
  - a. Average weekly wage for all jobs (all industries) in the county is ..... 726.75
  - b. 110% of the average weekly wage for manufacturing jobs in the county is ..... 1,071.68
  - c. 110% of the average weekly wage for manufacturing jobs in the region is ..... 1,106.01
8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? .....  §313.021(5)(A) or  §313.021(5)(B)
9. What is the minimum required annual wage for each qualifying job based on the qualified property? ..... 55,727.36
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? ..... 55,728.00
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? .....  Yes     No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? .....  Yes     No
  - 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? .....  Yes     No
  - 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

**Tab Item 13**

**Calculation of three possible wage requirements with TWC documentation**

Quarterly Employment and Wages (QCEW)

Average Weekly Wage for All Jobs (All Industries) in Wilbarger County

Year	Period	Area	Ownership	Ind-Code	Industry	Avg. Weekly Wages
2018	3 <sup>rd</sup> Qtr	Wilbarger	Total All	10	Total, All Industries	\$705
2018	4 <sup>th</sup> Qtr	Wilbarger	Total All	10	Total, All Industries	\$729
2019	1 <sup>st</sup> Qtr	Wilbarger	Total All	10	Total, All Industries	\$741
2019	2 <sup>nd</sup> Qtr	Wilbarger	Total All	10	Total, All Industries	\$732
<b>Average</b>						<b>\$726.75</b>

110% of \$726.75 = \$799.43

Drag a column header and drop it here to group by that column.

Year	Period	Area	Ownership	Industry Code	Industry	Average Weekly Wage
2018	01	Wilbarger	Total All	10	Total, All Industries	730
2018	02	Wilbarger	Total All	10	Total, All Industries	700
2018	03	Wilbarger	Total All	10	Total, All Industries	705
2018	04	Wilbarger	Total All	10	Total, All Industries	729
2019	01	Wilbarger	Total All	10	Total, All Industries	741
2019	02	Wilbarger	Total All	10	Total, All Industries	732

Quarterly Employment and Wages (QCEW)

Average Weekly Wage for Manufacturing Jobs in Wilbarger County

Year	Period	Area	Ownership	Ind-Code	Industry	Avg. Weekly Wages
2018	3 <sup>rd</sup> Qtr	Wilbarger	Private	31-33	Manufacturing	\$956
2018	4 <sup>th</sup> Qtr	Wilbarger	Private	31-33	Manufacturing	\$969
2019	1st Qtr	Wilbarger	Private	31-33	Manufacturing	\$1,006
2019	2 <sup>nd</sup> Qtr	Wilbarger	Private	31-33	Manufacturing	\$966
Average						\$974.25

110% of \$974.25 = \$1,071.68

Drag a column header and drop it here to group by that column

Year	Period	Area	Ownership	Industry Code	Industry	Average Weekly Wage
2018	01	Wilbarger	Private	31-33	Manufacturing	1,159
2018	02	Wilbarger	Private	31-33	Manufacturing	949
2018	03	Wilbarger	Private	31-33	Manufacturing	956
2018	04	Wilbarger	Private	31-33	Manufacturing	969
2019	01	Wilbarger	Private	31-33	Manufacturing	1,006
2019	02	Wilbarger	Private	31-33	Manufacturing	966

### Quarterly Employment and Wages (QCEW)

#### Average Weekly Wage for Manufacturing Jobs in Region

Wilbarger County is included in the NORTEX Regional Planning Commission. The most recently reported (2018) average wage for the NORTEX Regional Planning Commission is \$52,284.

$$\$52,284 / 52 = \$1,005.46$$

$$110\% \text{ of } \$1,005.46 = \$1,106.01$$

2018 Manufacturing Average Wages by Council of Government Region  
Wages for All Occupations

COG	COG Number	Wages	
		Hourly	Annual
Texas		\$27.04	\$56,240
<u>Alamo Area Council of Governments</u>	18	\$22.80	\$47,428
<u>Ark-Tex Council of Governments</u>	5	\$18.73	\$38,962
<u>Brazos Valley Council of Governments</u>	13	\$18.16	\$37,783
<u>Capital Area Council of Governments</u>	12	\$32.36	\$67,318
<u>Central Texas Council of Governments</u>	23	\$19.60	\$40,771
<u>Coastal Bend Council of Governments</u>	20	\$28.52	\$59,318
<u>Concho Valley Council of Governments</u>	10	\$21.09	\$43,874
<u>Deep East Texas Council of Governments</u>	14	\$18.28	\$38,021
<u>East Texas Council of Governments</u>	6	\$21.45	\$44,616
<u>Golden Crescent Regional Planning Commission</u>	17	\$28.56	\$59,412
<u>Heart of Texas Council of Governments</u>	11	\$22.71	\$47,245
<u>Houston-Galveston Area Council</u>	16	\$29.76	\$61,909
<u>Lower Rio Grande Valley Development Council</u>	21	\$17.21	\$35,804
<u>Middle Rio Grande Development Council</u>	24	\$20.48	\$42,604
<u>NORTEX Regional Planning Commission</u>	3	\$25.14	\$52,284
<u>North Central Texas Council of Governments</u>	4	\$27.93	\$58,094
<u>Pathhandle Regional Planning Commission</u>	1	\$24.19	\$50,314
<u>Permian Basin Regional Planning Commission</u>	9	\$25.90	\$53,882
<u>Rio Grande Council of Governments</u>	8	\$18.51	\$38,493
<u>South East Texas Regional Planning Commission</u>	15	\$36.26	\$75,430
<u>South Plains Association of Governments</u>	2	\$20.04	\$41,691
<u>South Texas Development Council</u>	19	\$17.83	\$37,088
<u>Texoma Council of Governments</u>	22	\$21.73	\$45,198
<u>West Central Texas Council of Governments</u>	7	\$21.84	\$45,431

Calculated by the Texas Workforce Commission Labor Market and Career Information Department.  
Data published: July 2019  
Data published annually, next update will be July 31, 2020  
Annual wage figure assumes a 40-hour work week.

Note: Data is not supported by the Bureau of Labor Statistics (BLS).  
Wage data is produced from Texas Occupational Employment Statistics (OES) data,  
and is not to be compared to BLS estimates.  
Data intended only for use in implementing Chapter 313, Tax Code.

Schedule C: Employment Information

Revised May 2014

Date: Western Trail Wind, LLC  
Applicant Name: Vernon ISD  
ISD Name: Vernon ISD

	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Construction		Non-Qualifying Jobs		Qualifying Jobs	
				Column A Number of Construction FTE's or man-hours (specify)	Column B Average annual wage rates for construction workers	Column C Number of non-qualifying jobs applicant estimates it will create (cumulative)	Column D Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column E Average annual wage of new qualifying jobs	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019	N/A	N/A	0	0		
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2020-2021	2020		\$40,000	0	0		
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2021-2022	2021		\$40,000	0	0		
Value Limitation Period	1	2022-2023	2022	N/A	N/A	0	4	\$55,728.00	
	2	2023-2024	2023	N/A	N/A	0	4	\$55,728.00	
	3	2024-2025	2024	N/A	N/A	0	4	\$55,728.00	
	4	2025-2026	2025	N/A	N/A	0	4	\$55,728.00	
	5	2026-2027	2026	N/A	N/A	0	4	\$55,728.00	
	6	2027-2028	2027	N/A	N/A	0	4	\$55,728.00	
	7	2028-2029	2028	N/A	N/A	0	4	\$55,728.00	
	8	2029-2030	2029	N/A	N/A	0	4	\$55,728.00	
	9	2030-2031	2030	N/A	N/A	0	4	\$55,728.00	
	10	2031-2032	2031	N/A	N/A		4	\$55,728.00	
	11 through 25	2032-2047	2031-2046	N/A	N/A	0	4	\$55,728.00	

Notes: See TAC 9.1051 for definition of non-qualifying jobs.  
Only include jobs on the project site in this school district.

Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25)

Yes  No   
 Yes  No   
 Yes  No

C1. Will the applicant request a job waiver, as provided under 313.025(f-1)?

C1a. Will the applicant avail itself of the provision in 313.021(3)(F)?

C1b. Will the applicant avail itself of the provision in 313.021(3)(F)?

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE  
AUSTIN, TEXAS 78701  
TELEPHONE: (512) 494-9949  
FACSIMILE: (512) 494-9919

February 13, 2020

Local Government Assistance & Economic Analysis  
Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528

RE: 1424-Supplement002 to the Vernon Independent School District from Western Trail  
Wind, LLC

To the Local Government Assistance & Economic Analysis Division:

Enclosed, please find Supplement002 to Vernon from Western Trail Wind, LLC. The  
following changes have been made:

1. Updated tab 10 – Added CAD Letter

A copy of the supplement will be transmitted to the Wilbarger CAD.

Sincerely,



Kevin O'Hanlon  
School District Consultant

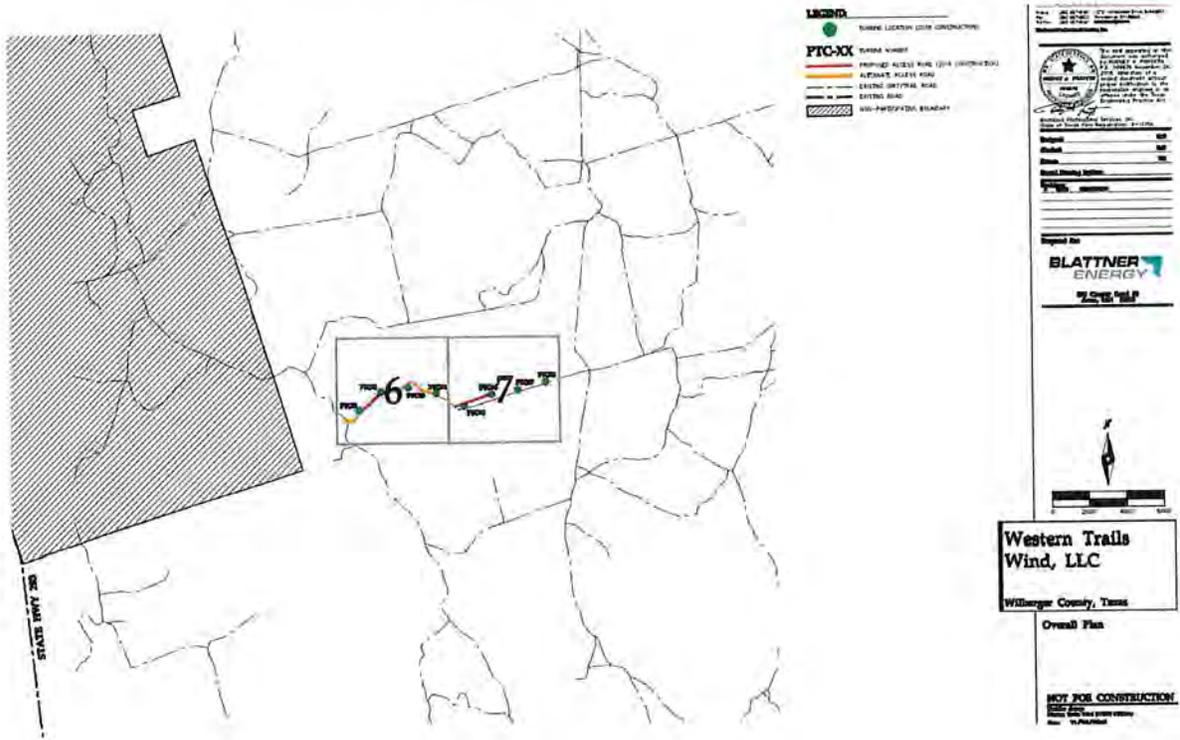
Cc: Wilbarger County Appraisal District  
Western Trail Wind, LLC

### Tab Item 10

#### Description of all property not eligible to become qualified property

Applicant completed a minor amount of pre-construction work in December of 2018 at the Project site in order to qualify the Project for the federal income tax Production Tax Credit in accordance with federal law. This pre-construction work consisted of earth-moving to prepare eight (8) holes for turbine foundations (though turbine foundations were not installed) and the installation and completion of 4,000 linear feet of road connecting two sets of two foundation holes. These preconstruction activities were not deemed to have created taxable improvements by the Wilbarger County Central Appraisal District, and no tax bill was delivered (see attached letter). The pre-construction activities did not result in the creation of any Qualified Property.

The 2018 pre-construction activities are represented with a map below:



# Wilbarger County Appraisal District

---

1800 Cumberland Street  
PO Box 1519  
Vernon, TX 76385-1519

940.553.1857 Phone

940.552.9541 fax

February 10, 2020

Western Trail Wind, LLC  
401 N Michigan Ave., Suite 501  
Chicago, IL 60611

Re: **Appraisal of preliminary construction work  
Western Trail Wind / Wilbarger County, Texas**

Dear Representative of Western Trail Wind, LLC:

This letter serves as notice that the preliminary construction activity completed by Western Trail Wind, LLC at the end of 2018 was assessed to have no value due to the preliminary nature of the work.

It is our understanding that Western Trail Wind, LLC conducted preliminary construction activity consisting of several thousand linear feet of roads and excavation of several future turbine foundations in Wilbarger County, Texas at the end of 2018 for the purposes of qualifying the wind energy project for the federal Production Tax Credit for Wind Energy.

Please contact the Wilbarger County Appraisal District with any questions.

Regards,



**Sandra Burkett**  
**Chief Appraiser**  
Wilbarger County Appraisal District

P - (940) 553-1857

F - (940) 552-9514

## Attachment B

### Franchise Tax Account Status



## Franchise Tax Account Status

As of : 03/31/2020 12:14:31

This page is valid for most business transactions but is not sufficient for filings with the  
Secretary of State

### WESTERN TRAIL WIND, LLC

Texas Taxpayer Number 32066890602

Mailing Address 1999 BRYAN ST STE 900 DALLAS, TX 75201-3140

Right to Transact Business in Texas ACTIVE

State of Formation DE

Effective SOS Registration Date 04/17/2018

Texas SOS File Number 0802992176

Registered Agent Name C T CORPORATION SYSTEM

Registered Office Street Address 1999 BRYAN ST., STE. 900 DALLAS, TX 75201

## Attachment C

### State Comptroller's Certification



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 25, 2020

Jeff Byrd  
Superintendent  
Vernon Independent School District  
1713 Wilbarger Street  
Vernon, Texas 76384

Re: Certificate for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Vernon Independent School District and Western Trail Wind, LLC, Application 1424

Dear Superintendent Byrd:

On December 18, 2019, the Comptroller issued written notice that Western Trail Wind, LLC (applicant) submitted a completed application (Application 1424) for a limitation on appraised value under the provisions of Tax Code Chapter 313.<sup>1</sup> This application was originally submitted on July 15, 2019, to the Vernon Independent School District (school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the Comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

**Determination required by 313.025(h)**

Sec. 313.024(a) Applicant is subject to tax imposed by Chapter 171.  
Sec. 313.024(b) Applicant is proposing to use the property for an eligible project.

<sup>1</sup> All Statutory references are to the Texas Tax Code, unless otherwise noted.

- Sec. 313.024(d) Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
- Sec. 313.024(d-2) Not applicable to Application 1424.

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

**Certificate decision required by 313.025(d)**

Determination required by 313.026(c)(1)

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district's maintenance and operations *ad valorem tax* revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period, see Attachment B.

Determination required by 313.026(c)(2)

The Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state, see Attachment C.

Based on these determinations, the Comptroller issues a certificate for a limitation on appraised value. This certificate is contingent on the school district's receipt and acceptance of the Texas Education Agency's determination per 313.025(b-1).

The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-826) executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement by December 31, 2020.

Note that any building or improvement existing as of the application review start date of December 18, 2019, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Will Counihan, Director, Data Analysis & Transparency, by email at [will.counihan@cpa.texas.gov](mailto:will.counihan@cpa.texas.gov) or by phone toll-free at 1-800-531-5441, ext. 6-0758, or at 512-936-0758.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Craven". The signature is written in a cursive style with a large initial "L".

Lisa Craven  
Deputy Comptroller

Enclosure

cc: Will Counihan

### Attachment A - Economic Impact Analysis

The following tables summarize the Comptroller's economic impact analysis of Western Trail Wind, LLC (project) applying to Vernon Independent School District (district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

**Table 1** is a summary of investment, employment and tax impact of Western Trail Wind, LLC.

Applicant	Western Trail Wind, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy - Wind
School District	Vernon ISD
2018-2019 Average Daily Attendance	1,844
County	Wilbarger
Proposed Total Investment in District	\$169,400,000
Proposed Qualified Investment	\$159,400,000
Limitation Amount	\$30,000,000
Qualifying Time Period (Full Years)	2021-2022
Number of new qualifying jobs committed to by applicant	4*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$1,072
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(A)	\$1,072
Minimum annual wage committed to by applicant for qualified jobs	\$55,728
Minimum weekly wage required for non-qualifying jobs	\$728
Minimum annual wage required for non-qualifying jobs	\$37,843
Investment per Qualifying Job	\$42,350,000
Estimated M&O levy without any limit (15 years)	\$15,367,272
Estimated M&O levy with Limitation (15 years)	\$6,552,233
Estimated gross M&O tax benefit (15 years)	\$8,815,039

\* Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).

**Table 2** is the estimated statewide economic impact of Western Trail Wind, LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2020	21	24	45,469	\$840,000	\$2,291,000	\$3,131,000
2021	180	205	385	\$7,200,000	\$20,272,000	\$27,472,000
2022	4	23	27	\$222,912	\$3,969,088	\$4,192,000
2023	4	19	23	\$222,912	\$3,145,088	\$3,368,000
2024	4	10	14	\$222,912	\$2,155,088	\$2,378,000
2025	4	5	9	\$222,912	\$1,559,088	\$1,782,000
2026	4	3	7	\$222,912	\$1,234,088	\$1,457,000
2027	4	3	7	\$222,912	\$1,096,088	\$1,319,000
2028	4	4	8	\$222,912	\$1,095,088	\$1,318,000
2029	4	6	10	\$222,912	\$1,172,088	\$1,395,000
2030	4	7	11	\$222,912	\$1,290,088	\$1,513,000
2031	4	8	12	\$222,912	\$1,423,088	\$1,646,000
2032	4	8	12	\$222,912	\$1,415,088	\$1,638,000
2033	4	8	12	\$222,912	\$1,458,088	\$1,681,000
2034	4	8	12	\$222,912	\$1,513,088	\$1,736,000
2035	4	8	12	\$222,912	\$1,570,088	\$1,793,000
2036	4	8	12	\$222,912	\$1,612,088	\$1,835,000

Source: CPA REMI, Western Trail Wind, LLC

**Table 3** examines the estimated direct impact on ad valorem taxes to the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Vernon ISD I&S Tax Levy	Vernon ISD M&O Tax Levy	Vernon ISD M&O and I&S Tax Levies	Wilbarger County Tax Levy	Wilbarger General Hospital Tax Levy	Vernon College Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.0400	0.9700		0.3650	0.1605	0.2324	
2022	\$157,192,000	\$157,192,000		\$62,877	\$1,524,762	\$1,587,639	\$573,751	\$252,240	\$365,262	\$2,778,892
2023	\$147,760,480	\$147,760,480		\$59,104	\$1,433,277	\$1,492,381	\$539,326	\$237,105	\$343,347	\$2,612,159
2024	\$138,894,851	\$138,894,851		\$55,558	\$1,347,280	\$1,402,838	\$506,966	\$222,879	\$322,746	\$2,455,429
2025	\$130,561,160	\$130,561,160		\$52,224	\$1,266,443	\$1,318,668	\$476,548	\$209,506	\$303,381	\$2,308,103
2026	\$122,727,491	\$122,727,491		\$49,091	\$1,190,457	\$1,239,548	\$447,955	\$196,936	\$285,178	\$2,169,617
2027	\$115,363,841	\$115,363,841		\$46,146	\$1,119,029	\$1,165,175	\$421,078	\$185,120	\$268,067	\$2,039,440
2028	\$108,442,011	\$108,442,011		\$43,377	\$1,051,888	\$1,095,264	\$395,813	\$174,013	\$251,983	\$1,917,074
2029	\$101,935,490	\$101,935,490		\$40,774	\$988,774	\$1,029,548	\$372,065	\$163,572	\$236,864	\$1,802,049
2030	\$95,819,361	\$95,819,361		\$38,328	\$929,448	\$967,776	\$349,741	\$153,757	\$222,653	\$1,693,926
2031	\$90,070,199	\$90,070,199		\$36,028	\$873,681	\$909,709	\$328,756	\$144,532	\$209,293	\$1,592,291
2032	\$84,665,987	\$84,665,987		\$33,866	\$821,260	\$855,126	\$309,031	\$135,860	\$196,736	\$1,496,753
2033	\$79,586,028	\$79,586,028		\$31,834	\$771,984	\$803,819	\$290,489	\$127,709	\$184,932	\$1,406,948
2034	\$74,810,866	\$74,810,866		\$29,924	\$725,665	\$755,590	\$273,060	\$120,046	\$173,836	\$1,322,531
2035	\$70,322,214	\$70,322,214		\$28,129	\$682,125	\$710,254	\$256,676	\$112,843	\$163,406	\$1,243,179
2036	\$66,102,881	\$66,102,881		\$26,441	\$641,198	\$667,639	\$241,276	\$106,073	\$153,601	\$1,168,589
			<b>Total</b>	<b>\$633,702</b>	<b>\$15,367,272</b>	<b>\$16,000,974</b>	<b>\$5,782,530</b>	<b>\$2,542,190</b>	<b>\$3,681,285</b>	<b>\$28,006,980</b>

Source: CPA, Western Trail Wind, LLC

\*Tax Rate per \$100 Valuation

**Table 4** examines the estimated direct impact on ad valorem taxes to the school district and Wilbarger County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with the county.

The difference noted in the last line is the difference between the totals in Table 3 and Table 4.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Vernon ISD I&S Tax Levy	Vernon ISD M&O Tax Levy	Vernon ISD M&O and I&S Tax Levies	Wilbarger County Tax Levy	Wilbarger General Hospital Tax Levy	Vernon College Tax Levy	Estimated Total Property Taxes
				<b>0.0400</b>	<b>0.9700</b>		<b>0.3650</b>	<b>0.1605</b>	<b>0.2324</b>	
2022	\$157,192,000	\$30,000,000		\$62,877	\$291,000	\$353,877	\$258,589	\$252,240	\$365,262	\$1,229,968
2023	\$147,760,480	\$30,000,000		\$59,104	\$291,000	\$350,104	\$243,074	\$237,105	\$343,347	\$1,173,630
2024	\$138,894,851	\$30,000,000		\$55,558	\$291,000	\$346,558	\$228,490	\$222,879	\$322,746	\$1,120,672
2025	\$130,561,160	\$30,000,000		\$52,224	\$291,000	\$343,224	\$214,780	\$209,506	\$303,381	\$1,070,892
2026	\$122,727,491	\$30,000,000		\$49,091	\$291,000	\$340,091	\$201,893	\$196,936	\$285,178	\$1,024,099
2027	\$115,363,841	\$30,000,000		\$46,146	\$291,000	\$337,146	\$189,780	\$185,120	\$268,067	\$980,113
2028	\$108,442,011	\$30,000,000		\$43,377	\$291,000	\$334,377	\$178,393	\$174,013	\$251,983	\$938,766
2029	\$101,935,490	\$30,000,000		\$40,774	\$291,000	\$331,774	\$167,689	\$163,572	\$236,864	\$899,900
2030	\$95,819,361	\$30,000,000		\$38,328	\$291,000	\$329,328	\$157,628	\$153,757	\$222,653	\$863,366
2031	\$90,070,199	\$30,000,000		\$36,028	\$291,000	\$327,028	\$148,170	\$144,532	\$209,293	\$829,024
2032	\$84,665,987	\$84,665,987		\$33,866	\$821,260	\$855,126	\$309,031	\$135,860	\$196,736	\$1,496,753
2033	\$79,586,028	\$79,586,028		\$31,834	\$771,984	\$803,819	\$290,489	\$127,709	\$184,932	\$1,406,948
2034	\$74,810,866	\$74,810,866		\$29,924	\$725,665	\$755,590	\$273,060	\$120,046	\$173,836	\$1,322,531
2035	\$70,322,214	\$70,322,214		\$28,129	\$682,125	\$710,254	\$256,676	\$112,843	\$163,406	\$1,243,179
2036	\$66,102,881	\$66,102,881		\$26,441	\$641,198	\$667,639	\$241,276	\$106,073	\$153,601	\$1,168,589
			<b>Total</b>	<b>\$633,702</b>	<b>\$6,552,233</b>	<b>\$7,185,935</b>	<b>\$3,359,019</b>	<b>\$2,542,190</b>	<b>\$3,681,285</b>	<b>\$16,768,430</b>
			<b>Diff</b>	<b>\$0</b>	<b>\$8,815,039</b>	<b>\$8,815,039</b>	<b>\$2,423,511</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,238,550</b>

Assumes School Value Limitation and Tax Abatements with the County.

Source: CPA, Western Trail Wind, LLC

\*Tax Rate per \$100 Valuation

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

### Attachment B - Tax Revenue before 25<sup>th</sup> Anniversary of Limitation Start

This represents the Comptroller's determination that Western Trail Wind, LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
<b>Limitation Pre-Years</b>	2019	\$0	\$0	\$0	\$0
	2020	\$0	\$0	\$0	\$0
	2021	\$0	\$0	\$0	\$0
<b>Limitation Period (10 Years)</b>	2022	\$291,000	\$291,000	\$1,233,762	\$1,233,762
	2023	\$291,000	\$582,000	\$1,142,277	\$2,376,039
	2024	\$291,000	\$873,000	\$1,056,280	\$3,432,319
	2025	\$291,000	\$1,164,000	\$975,443	\$4,407,762
	2026	\$291,000	\$1,455,000	\$899,457	\$5,307,219
	2027	\$291,000	\$1,746,000	\$828,029	\$6,135,248
	2028	\$291,000	\$2,037,000	\$760,888	\$6,896,136
	2029	\$291,000	\$2,328,000	\$697,774	\$7,593,910
	2030	\$291,000	\$2,619,000	\$638,448	\$8,232,358
	2031	\$291,000	\$2,910,000	\$582,681	\$8,815,039
<b>Maintain Viable Presence (5 Years)</b>	2032	\$821,260	\$3,731,260	\$0	\$8,815,039
	2033	\$771,984	\$4,503,245	\$0	\$8,815,039
	2034	\$725,665	\$5,228,910	\$0	\$8,815,039
	2035	\$682,125	\$5,911,035	\$0	\$8,815,039
	2036	\$641,198	\$6,552,233	\$0	\$8,815,039
<b>Additional Years as Required by 313.026(c)(1) (10 Years)</b>	2037	\$602,726	\$7,154,959	\$0	\$8,815,039
	2038	\$566,563	\$7,721,522	\$0	\$8,815,039
	2039	\$532,569	\$8,254,091	\$0	\$8,815,039
	2040	\$500,615	\$8,754,705	\$0	\$8,815,039
	2041	\$470,578	\$9,225,283	\$0	\$8,815,039
	2042	\$442,343	\$9,667,626	\$0	\$8,815,039
	2043	\$415,802	\$10,083,429	\$0	\$8,815,039
	2044	\$390,854	\$10,474,283	\$0	\$8,815,039
	2045	\$367,403	\$10,841,686	\$0	\$8,815,039
	2046	\$345,359	\$11,187,045	\$0	\$8,815,039

\$11,187,045

is greater than

\$8,815,039

<b>Analysis Summary</b>	
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	Yes

Source: CPA, Western Trail Wind, LLC

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

## Attachment C – Limitation as a Determining Factor

Tax Code 313.026 states that the Comptroller may not issue a certificate for a limitation on appraised value under this chapter for property described in an application unless the comptroller determines that “the limitation on appraised value is a determining factor in the applicant’s decision to invest capital and construct the project in this state.” This represents the basis for the Comptroller’s determination.

### Methodology

Texas Administrative Code 9.1055(d) states the Comptroller shall review any information available to the Comptroller including:

- the application, including the responses to the questions in Section 8 (Limitation as a Determining Factor);
- public documents or statements by the applicant concerning business operations or site location issues or in which the applicant is a subject;
- statements by officials of the applicant, public documents or statements by governmental or industry officials concerning business operations or site location issues;
- existing investment and operations at or near the site or in the state that may impact the proposed project;
- announced real estate transactions, utility records, permit requests, industry publications or other sources that may provide information helpful in making the determination; and
- market information, raw materials or other production inputs, availability, existing facility locations, committed incentives, infrastructure issues, utility issues, location of buyers, nature of market, supply chains, other known sites under consideration.

### Determination

The Comptroller **has determined** that the limitation on appraised value is a determining factor in the WESTERN TRAIL WIND, LLC’s decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Western Trail Wind, LLC is a Delaware limited liability company. Western Trail Wind has one member with 100% ownership, Lincoln Clean Energy, LLC (“LCE”). LCE has successfully developed projects involving over \$1 billion in capital investment in some of the largest electricity markets in the United States, including California, New Jersey, and Texas.
- Per Western Trail Wind, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
  - A. “This appraised value limitation is critical to the ability of the Project to move forward as currently sited. Without the available tax incentives, the economics of the Project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease. The Applicant for this project is competing against other developers who have been offered or are in the process of applying for Value Limitation Agreements with other school districts. Obtaining the limitation is critical to the economic and competitive viability of this Project. Without the limitation approval, the Applicant would likely terminate the Project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in areas with more favorable economics.”
  - A. “The Project has not been known by any other name during its development. The Project applied to ERCOT on November 7, 2018, and it has been assigned GINR number 20INR0142.”
- An April 29, 2019 *Vernon Record* article states that “Another wind mill farm will be coming to Wilbarger County.” “The newly planned farm will be located on the Waggoner Ranch, according to Lincoln’s Charlie Smith, and is being called the Western Trail project.” “Smith asked the commissioners court to designate the area as a reinvestment zone, to allow the company to begin the process of seeking tax abatements and working with the local school district for a Texas tax code Chapter 313 agreement.”

**Supporting Information**

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value
- c) Additional information provided by the Applicant or located by the Comptroller

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

## **Supporting Information**

Section 8 of the Application for  
a Limitation on Appraised Value

Texas Comptroller of Public Accounts

SECTION 6: Eligibility Under Tax Code Chapter 313.024

- 1. Are you an entity subject to the tax under Tax Code, Chapter 171?  Yes  No
- 2. The property will be used for one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
  - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051  Yes  No
- 3. Are you requesting that any of the land be classified as qualified investment?  Yes  No
- 4. Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
- 5. Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
- 6. Are you including property that is owned by a person other than the applicant?  Yes  No
- 7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

SECTION 7: Project Description

- 1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
- 2. Check the project characteristics that apply to the proposed project:
  - Land has no existing improvements  Land has existing improvements (*complete Section 13*)
  - Expansion of existing operation on the land (*complete Section 13*)  Relocation within Texas

SECTION 8: Limitation as Determining Factor

- 1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
- 2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No
- 3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
- 4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
- 5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
- 6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No
- 7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
- 8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
- 9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
- 10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

## **Supporting Information**

Attachments provided in Tab 5  
of the Application for a  
Limitation on Appraised Value

## Tab Item 5

### Documentation to assist in determining if limitation is a determining factor:

Western Trail Wind, LLC is a Delaware limited liability company. Western Trail Wind has one member with 100% ownership, Lincoln Clean Energy, LLC ("LCE"). LCE has successfully developed projects involving over \$1 billion in capital investment in some of the largest electricity markets in the United States, including California, New Jersey, and Texas.

The Applicant for this Project has entered into several contracts related to the project, including long-term lease option agreements with area landowners and service agreements and scopes with various consultants (environmental, airspace, etc.) to assess the suitability of the site, and a request for studies leading to an interconnection agreement with the transmission provider. None of these contracts obligate Applicant to construct the Project, and each of these contracts may be terminated by Applicant without incurring any significant liability.

The Applicant for this Project has obtained, applied, or will apply for the following state and local permits:

- Wichita County Road Use Agreement
- Wilbarger County Tax Abatement 312
- Wilbarger County General Hospital Tax Abatement 312
- Vernon College Tax Abatement 312

The Project has not been known by any other name during its development. The Project applied to ERCOT on November 7, 2018, and it has been assigned GINR number 20INR0142.

For the project to qualify for the federal income tax Production Tax Credit (PTC), the Applicant was required to complete a minimum amount of PTC qualification work before the statutorily imposed deadline of December 31, 2018. This work consisted of earth-moving to prepare eight (8) holes for turbine foundations (though foundations were not installed) and installation of 4,000 linear feet of road connecting two sets of two foundation holes. These preconstruction activities were not deemed taxable improvements by the Wilbarger County Central Appraisal District and no tax bill was delivered.

The Applicant's completion of the minor amount of PTC work qualification work does not, either legally or financially, commit it to constructing the Project in Wilbarger County.

The Applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics. The Applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds. This appraised value limitation is critical to the ability of the Project to move forward as currently sited.

Without the available tax incentives, the economics of the Project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease. The Applicant for this project is competing against other developers who have been offered or are in the process of applying for Value Limitation Agreements with other school districts. Obtaining the limitation is critical to the economic and competitive viability of this Project. Without the limitation approval, the Applicant would likely terminate the Project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in areas with more favorable economics.

# **Supporting Information**

Additional information  
provided by the Applicant or  
located by the Comptroller



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# Another wind farm is planned for county

By Daniel | April 29, 2019 | 0

Another wind mill farm will be coming to Wilbarger County.

The Wilbarger County Commissioners Court met with representatives of Lincoln Clean Energy on Monday to begin the process for a new wind mill farm, similar to projects Lincoln Clean Energy already has in Wilbarger County. The company previously erected the Electra Farm, which stretches along 287 from Harrold to Oklaunion, and is in the process of erecting the Lockett Farm, south of Vernon.

The newly planned farm will be located on the Waggoner Ranch, according to Lincoln's Charlie Smith, and is being called the Western Trail project.

Smith asked the commissioners court to designate the area as a reinvestment zone, to allow the company to begin the process of seeking tax abatements and working with the local school district for a Texas tax code Chapter 313 agreement.

Smith told the commissioners that it is proposed to generate 250 to 350 megawatt and be around 100 turbines. "Right now we are in the developmental stage. We have a lease with the Waggoner Ranch for 20,000 acres of land," Smith said.

He said that construction would likely not begin until 2021 and the project would come on line in 2022.

Smith said there had been some negative reaction in the legislature to giving windmill farms special incentives, like the 313 waiver which allows a cash payment in lieu of paying property taxes (PILOT), and he believed the incentive would be done away with — that was prompting the company to act quickly.

"We wanted to start the process here. Get the applications in and hopefully be grandfathered in on the 313. There shouldn't be much activity for a while," he said. "The first step is getting the county to designate a reinvestment zone so we can qualify for tax abatements."

Commissioner John Wright asked how many of the wind mills on the ranch would be in Wilbarger County.

"All of them," Smith answered.

Wright responded that they were asking for a big area of land to be designated as the reinvestment zone – basically all of the Ranch in Wilbarger County.

"We may need to shift the location around. We are still negotiating the turbines' locations," Smith said.

County Judge Greg Tyra said that at one time the whole county was designated a reinvestment zone, but now each wind mill farm likes its own reinvestment zone designation.

Smith agreed, saying the lawyers preferred it

"Any downside?" Wright asked, of making a reinvestment zone.

"I don't see any downside to it," County Attorney Cory Curtis said.

"So its just a formal matter to allow you to apply?" Wright asked.

"Yes," Smith answered.

Wright made a motion for the Western Trail Reinvestment Zone, and it was unanimously approved.

Commissioner Phillip Graf then asked Smith for an update on the current wind farm project that stretches along 433, east of 283.

Smith said a handful of turbines needed to be erected, and then electrical testing would have to be done.

"Probably by early July it will operational," Smith said.

#### Proclamation issued

The commission approved a resolution with 1st Step Program of Wichita Falls, designating April as sexual assault awareness month in Wilbarger County. Delran Andrews, with 1st Step, read the proclamation with the goal to raise awareness of the issue to raise awareness of the need to ask for consent.

The program's hotline to get help is 1-800-658-2683, and is available 24 hours a day. The program has staff available to assist in Wilbarger County.

#### Financials reviewed

County Auditor Sid Beebe presented the auditor's statement of financial condition for March,

"Everything looks strong," he reported.

Sales tax returns were up 12 percent, property tax collections were a little above 96 percent of budget, delinquent collections were 24 percent ahead of last year.

Beebe reported that military helicopters had refueled at the airport and bought about 6,000 gallons of fuel – which was very helpful for the airport since sales were down otherwise due to the renovations going on at the airport.

Wright noted that the military crews were appreciative of the hospitality Vernon showed in providing food and drinks during their stopover.

Beebe also present the quarterly investment report, ending March 31. He said there were no big changes. He said yields on CDs were going up, with the best return at 3.3 percent.

He said the county had 2.2 million in excess reserves invested, with about \$2.1 million in CDs, \$66,000 in a money market in Wichita Falls.

Commissioner Wright asked if anything was invested in local banks.

Beebe said yes, but it didn't show on the report, that it was in interest bearing checking at Herring. He added the interest on checking was so good there, and it was readily available that there was no need to invest it in a long-term account

#### Other action

The commission approved a budget amendment to pay for the emergency notification system. Beebe said that the county switched to HyperReach from Code Red last year.

"They didn't bill us for the first year. We are actually paying for two years," he told the commission.

The budget increase is for \$2,305. It was a approved on a motion from Graf.

Previous meeting minutes and the payment of county bills were unanimously approved on a motion from

Another wind farm is planned for county – The Vernon Daily Record

commissioner Wright.



*Posted in Local, Regional*

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## Attachment D

# Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION  
FINANCIAL IMPACT OF THE PROPOSED WESTERN TRAIL  
WIND, LLC PROJECT IN THE VERNON INDEPENDENT  
SCHOOL DISTRICT  
(PROJECT # 1424)**

**PREPARED BY**



**JANUARY 10, 2020**

## Executive Summary

Western Trail Wind, LLC (Company) has requested that the Vernon Independent School District (VISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to VISD on July 15, 2019 the Company plans to invest \$157.2 million in new taxable value to construct a renewable energy electric generation facility. Moak, Casey & Associates (MCA) has been retained to prepare an analysis of this value limitation and help the district navigate the overall application and agreement process.

The Western Trail Wind project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others, although few of these other types of projects have been the basis for Chapter 313 applications.

Under the provisions of Chapter 313, VISD may offer a minimum value limitation of \$30 million. This value limitation, under the proposed application, will begin in the 2022-23 school year and remain at that level of taxable value for Maintenance and Operations (M&O) tax purposes for ten years. The entire project value will remain taxable for I&S or debt service purposes for the term of the agreement.

MCA's initial school finance analysis is detailed in this report. This analysis incorporates to the fullest extent possible the changes approved in House Bill 3 as approved in 2019, the most significant school finance revisions in more than 30 years. The overall conclusions are as follows, but please read all of the subsequent details in the report below for more information.

Total Revenue Loss Payment owed to VISD	\$1.3 million
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the district.)	\$7.4 million

## Application Process

After the school district has submitted an application to the Comptroller's Office (Comptroller), the Comptroller begins reviewing the application for completeness. The purpose of this review is to ensure all necessary information and attachments are included in the application before moving forward with the formal review process. A Completeness Letter was issued for this application on December 18, 2019.

The issuance of a Completeness Letter is important because it sets the timeline for the rest of process. From the date of issuance, the Comptroller has 90 days to conduct its full review of

the project and provide its certificate for a limitation on appraised value. After the certificate is received, the district has until the 150<sup>th</sup> day from the receipt of the Completeness Letter to adopt an agreement, although extensions may be requested by the Company and granted by the District.

After the Comptroller's certificate is received, O'Hanlon, Demerath & Castillo (O'Hanlon firm) will contact the school district to discuss the value limitation agreement and begin negotiations of the supplemental benefit payment with the Company. A final version of the agreement must be submitted to the Comptroller for review 30 days prior to final adoption by the school district's board of trustees.

Prior to final board meeting, the O'Hanlon firm will provide the district with the necessary agenda language and any additional action items. The school board will review the Value Limitation Agreement and Findings of Fact that detail the project's conformance with state law. In some instances, the school board may also be required to adopt a job waiver or create a reinvestment zone during this meeting.

## **How the 313 Agreement Interacts with Texas School Finance**

A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 1-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter).

M&O funding for Texas schools relies on two methods of finance: local school district property taxes and state aid. State aid consists of two components: Tier I (based on ADA, special student populations and M&O taxes at the compressed tax rate) and Tier II (based on weighted ADA for each penny of tax effort above a specified level). Recapture costs are primarily a Tier I issue, although Tier II also can involve recapture costs for some school districts.

The basic allotment is now set at \$6,160 per weighted ADA (WADA) and is the basis for Tier I calculations. In the case of Tier II, the first eight cents of additional tax effort can be used to generate state aid of up to \$98.56 per WADA for what are known as "golden" pennies. Tax effort for golden pennies is not subject to recapture. Up to an additional nine cents may be levied to generate \$49.28 per WADA for what are known as "copper" pennies (generating half the revenue per WADA of the golden pennies).

Changes in the recapture calculation are an important part of HB 3, for those districts subject to recapture under the new law. Rather than being tied to property wealth exceeding an equalized wealth level per WADA, recapture is now defined as the amount of revenue collected in excess of a district's Tier I allotment, or for Tier II the amount of collections in excess of the entitlement provided for tax effort generating copper-penny level state aid. (Golden pennies are not subject to recapture.) The changes in the recapture methodology may affect the results of revenue protection payments relative to what was calculated when the equalized wealth level was used to determine the amount of recapture owed the state by school districts subject to recapture. It does not appear to be an issue for VISD, based on the calculations shown below.

Another significant school funding change is establishing current-year property values to determine state funding and recapture under the Foundation School Program. The traditional

approach for the last 30 years has been to rely upon prior-year state property values as determined annually under the Comptroller's State Property Value Study (Section 403 of the Government Code). The change in House Bill 3 calls for using current-year property values as determined by the Comptroller's Property Value Study, without an explanation as to how the property value study is to be completed on a real-time basis.

While school district funding will now be determined based on current-year property values, House Bill 3 included language that addressed the property values to be used in determining calculating revenue protection payments under Chapter 313 agreements. This information is contained in Section 48.256(d), Education Code, as shown below:

- d) This subsection applies to a school district in which the board of trustees entered into a written agreement with a property owner under Section 313.027, Tax Code, for the implementation of a limitation on appraised value under Subchapter B or C, Chapter 313, Tax Code. For purposes of determining "DPV" under Subsection (a) for a school district to which this subsection applies, the commissioner shall exclude a portion of the market value of property not otherwise fully taxable by the district under Subchapter B or C, Chapter 313, Tax Code, before the expiration of the subchapter. The comptroller shall provide information to the agency necessary for this subsection. **A revenue protection payment required as part of an agreement for a limitation on appraised value shall be based on the district's taxable value of property for the preceding tax year [emphasis added].**

Given the directive regarding the use of preceding-tax-year values to calculate revenue protection payments required under Chapter 313 agreements, the amounts collected are expected to be consistent with the patterns shown since these calculations were first calculated under the standard Chapter 313 agreement language, dating back to 2004. The most significant impact is typically in the first limitation year, although major value increases in project values in later limitation years may also trigger a revenue protection payment. The additional factor that may generate a variance with the traditional pattern of revenue protection amounts is the new methodology in the calculation of recapture, as noted previously.

The calculations shown below are based on the Section 48.256(d), Education Code directive to use preceding-tax-year property values to determine the revenue protection payment, if any, owed to the school district under the terms of the Chapter 313 Agreement between the Applicant and the School District. These calculations are to be made for each of the 10 limitation years under the terms of the Agreement. Chapter 313 will be subject to legislative renewal in 2021 and any changes made may impact these calculations moving forward.

(For more detailed information on the school finance funding system, please review the Texas Education Agency's (TEA) website. The current information is expected to be updated as the details of House Bill 3 implementation are determined by TEA.

The implementation of recent legislative action on school funding in House Bill 3 could potentially affect the impact of the value limitation on the school district's finances and result in revenue-loss estimates that differ from the estimates presented in this report.

## Underlying School District Data Assumptions

The agreement between the school district and the applicant calls for a calculation of the revenue impact of the value limitation in years 1-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. The Basic Allotment is now set to \$6,160, the Tier II golden penny yield is set to \$98.56 per WADA for up to eight cents, while the copper penny yield is \$49.28 per WADA for up to nine cents of local tax effort. These are maintained for future years at this time.

Static school district enrollment and property values are used to isolate the effects of the value limitation under the school finance system. Any previously-approved Chapter 313 projects are also factored into the M&O tax bases used.

ADA:	1,823
Local M&O Tax Base	\$1 billion
2019-20 M&O Tax Rate:	\$0.9700 per \$100 of Taxable Value
2020-21 Projected M&O Tax Rate:	\$0.9565 per \$100 of Taxable Value
I&S Tax Rate:	\$0.0400 per \$100 of Taxable Value

Table 1 summarizes the enrollment and property value assumptions for the 15 years that are the subject of this analysis.

**Table 1 - Base District Information with Western Trail Wind Project Value and Limitation Values**

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	Sec. 48.256(d) District Revenue Protection District Property Value with Project	Sec. 48.256(d) District Revenue Protection District Property Value with Limitation	DPV Value with Project per WADA	DPV Value with Limitation per WADA
QTP0	2020-21	1,822.57	2,588.75	\$0.9565	\$0.0400	\$878,496,604	\$878,496,604	\$339,352	\$339,352
QTP1	2021-22	1,822.57	2,588.75	\$0.9565	\$0.0400	\$908,496,604	\$908,496,604	\$350,940	\$350,940
QTP2/VL1	2022-23	1,822.57	2,588.75	\$0.9565	\$0.0400	\$908,496,604	\$908,496,604	\$350,940	\$350,940
VL2	2023-24	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,065,688,604	\$938,496,604	\$411,662	\$362,529
VL3	2024-25	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,056,257,084	\$938,496,604	\$408,018	\$362,529
VL4	2025-26	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,047,391,455	\$938,496,604	\$404,594	\$362,529
VL5	2026-27	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,039,057,764	\$938,496,604	\$401,374	\$362,529
VL6	2027-28	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,031,224,095	\$938,496,604	\$398,348	\$362,529
VL7	2028-29	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,066,646,272	\$981,282,431	\$412,032	\$379,057
VL8	2029-30	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,054,617,184	\$976,175,173	\$407,385	\$377,084
VL9	2030-31	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,043,360,913	\$971,425,423	\$403,037	\$375,249
VL10	2031-32	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,100,124,255	\$1,034,304,894	\$424,964	\$399,539
VP1	2032-33	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,084,429,229	\$1,024,359,030	\$418,901	\$395,697
VP2	2033-34	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,069,716,987	\$1,069,716,987	\$413,218	\$413,218
VP3	2034-35	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,055,925,685	\$1,055,925,685	\$407,890	\$407,890
VP4	2035-36	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,042,997,390	\$1,042,997,390	\$402,896	\$402,896
VP5	2036-37	1,822.57	2,588.75	\$0.9565	\$0.0400	\$1,030,877,837	\$1,030,877,837	\$398,215	\$398,215

\*Basic Allotment: \$6,160; Golden Penny Yield: \$98.56; Copper Penny Yield: \$49.28

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

## M&O Impact of the Western Trail Wind Project on VISD

A model is established to make a calculation of the "Baseline Revenue Model" (Table 2) by adding the total value of the project to the model, without assuming a value limitation is approved. A separate model is established to make a calculation of the "Value Limitation Revenue Model" (Table 3) by adding the project's limited value of \$30 million to the model. The difference between the two models (Table 4) indicates there will be a total revenue loss of \$1.3 million over the course of the Agreement, with all the loss reflected in the first limitation year (2022-23).

Table 2- "Baseline Revenue Model" --Project Value Added to DPV with No Value Limitation

Year of Agreement	School Year	M&O Taxes @ Compressed Rate		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid (includes HH Funds)	Total General Fund
QTP0	2020-21	\$9,254,823	\$8,218,071	\$0	\$403,921	\$769,569	\$0	-\$5,620	\$18,640,764
QTP1	2021-22	\$9,254,823	\$7,943,122	\$0	\$403,921	\$731,124	\$0	-\$5,616	\$18,327,374
QTP2/VL1	2022-23	\$10,689,986	\$7,943,122	\$0	\$466,558	\$844,489	\$0	-\$6,471	\$19,937,684
VL2	2023-24	\$10,603,547	\$6,502,460	\$0	\$462,785	\$644,829	\$0	-\$6,416	\$18,207,205
VL3	2024-25	\$10,522,293	\$6,588,900	\$0	\$459,239	\$650,418	\$0	-\$6,364	\$18,214,486
VL4	2025-26	\$10,445,915	\$6,670,153	\$0	\$455,906	\$654,275	\$0	-\$6,315	\$18,219,934
VL5	2026-27	\$10,374,120	\$6,746,531	\$0	\$452,772	\$659,412	\$0	-\$6,269	\$18,226,566
VL6	2027-28	\$10,690,921	\$6,818,326	\$0	\$466,599	\$687,152	\$0	-\$6,451	\$18,656,547
VL7	2028-29	\$10,581,610	\$6,493,683	\$0	\$461,828	\$642,929	\$0	-\$6,384	\$18,173,666
VL8	2029-30	\$10,479,318	\$6,603,929	\$0	\$457,363	\$649,634	\$0	-\$6,321	\$18,183,923
VL9	2030-31	\$10,988,027	\$6,707,093	\$0	\$479,566	\$693,731	\$0	-\$6,615	\$18,861,802
VL10	2031-32	\$10,846,005	\$6,186,858	\$0	\$473,367	\$624,080	\$0	-\$6,529	\$18,123,781
VP1	2032-33	\$10,702,854	\$6,330,702	\$0	\$467,119	\$632,295	\$0	-\$6,449	\$18,126,521
VP2	2033-34	\$10,578,985	\$6,465,540	\$0	\$461,713	\$640,117	\$0	-\$6,373	\$18,139,982
VP3	2034-35	\$10,462,867	\$6,591,937	\$0	\$456,645	\$646,075	\$0	-\$6,302	\$18,151,222
VP4	2035-36	\$10,354,013	\$6,710,424	\$0	\$451,894	\$653,169	\$0	-\$6,236	\$18,163,264
VP5	2036-37	\$10,251,966	\$6,821,500	\$0	\$447,441	\$659,937	\$0	-\$6,174	\$18,174,670

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

### M&O Impact on the Taxpayer

Under the assumptions used here, the potential tax savings from the value limitation total \$8.7 million over the life of the agreement. The VISD revenue losses are expected to total approximately \$1.3 million. The total potential net tax benefits (after hold-harmless payments are made) are estimated to total \$7.4 million, prior to any negotiations with Western Trail Wind on supplemental payments. (See Table 5.)

It should be noted that a key element in the revenue-loss calculation appears to be linked to the retention of prior-year property values in the calculation of the revenue protection amount for the 2022-23 school year. Under the standard agreement, these calculations are based on whatever school finance and property tax laws are in effect each year. With a legislative session occurring in 2021, there could be changes made to current school finance law. While the District will still be protected against revenue losses, these calculations may be reduced below what we are projecting under what is now current law.

**Table 3- "Value Limitation Revenue Model" --Project Value Added to DPV with Value Limitation in Effect**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid (includes HH Funds)	Total General Fund
QTP0	2020-21	\$9,254,823	\$8,218,071	\$0	\$403,921	\$769,569	\$0	-\$5,620	\$18,640,764
QTP1	2021-22	\$9,254,823	\$7,943,122	\$0	\$403,921	\$731,124	\$0	-\$5,616	\$18,327,374
QTP2/VL1	2022-23	\$9,524,274	\$7,943,122	\$0	\$415,681	\$752,483	\$0	-\$5,804	\$18,629,756
VL2	2023-24	\$9,524,274	\$7,668,172	\$0	\$415,681	\$714,548	\$0	-\$5,798	\$18,316,877
VL3	2024-25	\$9,524,274	\$7,668,172	\$0	\$415,681	\$714,548	\$0	-\$5,793	\$18,316,882
VL4	2025-26	\$9,524,274	\$7,668,172	\$0	\$415,681	\$714,548	\$0	-\$5,788	\$18,316,887
VL5	2026-27	\$9,524,274	\$7,668,172	\$0	\$415,681	\$714,548	\$0	-\$5,783	\$18,316,892
VL6	2027-28	\$9,908,563	\$7,668,172	\$0	\$432,453	\$743,581	\$0	-\$6,003	\$18,746,766
VL7	2028-29	\$9,862,691	\$7,276,041	\$0	\$430,451	\$689,313	\$0	-\$5,972	\$18,252,524
VL8	2029-30	\$9,820,030	\$7,322,849	\$0	\$428,589	\$691,555	\$0	-\$5,943	\$18,257,080
VL9	2030-31	\$10,384,793	\$7,366,380	\$0	\$453,238	\$737,881	\$0	-\$6,269	\$18,936,023
VL10	2031-32	\$10,295,463	\$6,790,091	\$0	\$449,339	\$658,450	\$0	-\$6,214	\$18,187,129
VP1	2032-33	\$10,702,854	\$6,881,245	\$0	\$467,119	\$696,363	\$0	-\$6,449	\$18,741,132
VP2	2033-34	\$10,578,985	\$6,465,540	\$0	\$461,713	\$640,117	\$0	-\$6,373	\$18,139,982
VP3	2034-35	\$10,462,867	\$6,591,937	\$0	\$456,645	\$646,075	\$0	-\$6,302	\$18,151,222
VP4	2035-36	\$10,354,013	\$6,710,424	\$0	\$451,894	\$653,169	\$0	-\$6,236	\$18,163,264
VP5	2036-37	\$10,251,966	\$6,821,500	\$0	\$447,441	\$659,937	\$0	-\$6,174	\$18,174,670

QTP= Qualifying Time Period  
 VL= Value Limitation  
 VP= Viable Presence

**Table 4 - Value Limitation Revenue Model Less Baseline Revenue Model with No Limitation**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid (includes HH Funds)	Total General Fund
QTP0	2020-21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP1	2021-22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP2/VL1	2022-23	-\$1,165,712	\$0	\$0	-\$50,877	-\$92,006	\$0	\$667	-\$1,307,928
VL2	2023-24	-\$1,079,273	\$1,165,712	\$0	-\$47,104	\$69,719	\$0	\$618	\$109,672
VL3	2024-25	-\$998,019	\$1,079,272	\$0	-\$43,558	\$64,130	\$0	\$571	\$102,396
VL4	2025-26	-\$921,641	\$998,019	\$0	-\$40,225	\$60,273	\$0	\$527	\$96,953
VL5	2026-27	-\$849,846	\$921,641	\$0	-\$37,091	\$55,136	\$0	\$486	\$90,326
VL6	2027-28	-\$782,358	\$849,846	\$0	-\$34,146	\$56,429	\$0	\$448	\$90,219
VL7	2028-29	-\$718,919	\$782,358	\$0	-\$31,377	\$46,384	\$0	\$412	\$78,858
VL8	2029-30	-\$659,288	\$718,920	\$0	-\$28,774	\$41,921	\$0	\$378	\$73,157
VL9	2030-31	-\$603,234	\$659,287	\$0	-\$26,328	\$44,150	\$0	\$346	\$74,221
VL10	2031-32	-\$550,542	\$603,233	\$0	-\$24,028	\$34,370	\$0	\$315	\$63,348
VP1	2032-33	\$0	\$550,543	\$0	\$0	\$64,068	\$0	\$0	\$614,611
VP2	2033-34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP3	2034-35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP4	2035-36	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP5	2036-37	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

QTP= Qualifying Time Period  
 VL= Value Limitation  
 VP= Viable Presence

**Table 5 - Estimated Financial Impact of the Western Trail Wind Project Property Value Limitation Request Submitted to VISD at \$0.95650 M&O Tax Rate**

Year of Agreement	School Year	Project Taxable Value for M&O If No Limitation	Project Taxable Value for M&O with Limitation	Assumed M&O Tax Rate	Tax Savings to Company	School District Revenue Protection	Estimated Net Tax Benefits
QTP0	2020-21	\$0	\$0	\$0.95650	\$0	\$0	\$0
QTP1	2021-22	\$0	\$0	\$0.95650	\$0	\$0	\$0
QTP2/VL1	2022-23	\$157,192,000	\$30,000,000	\$0.95650	\$1,216,589	-\$1,307,928	-\$91,339
VL2	2023-24	\$147,760,480	\$30,000,000	\$0.95650	\$1,126,377	\$0	\$1,126,377
VL3	2024-25	\$138,894,851	\$30,000,000	\$0.95650	\$1,041,577	\$0	\$1,041,577
VL4	2025-26	\$130,561,160	\$30,000,000	\$0.95650	\$961,866	\$0	\$961,866
VL5	2026-27	\$122,727,491	\$30,000,000	\$0.95650	\$886,937	\$0	\$886,937
VL6	2027-28	\$115,363,841	\$30,000,000	\$0.95650	\$816,504	\$0	\$816,504
VL7	2028-29	\$108,442,011	\$30,000,000	\$0.95650	\$750,296	\$0	\$750,296
VL8	2029-30	\$101,935,490	\$30,000,000	\$0.95650	\$688,062	\$0	\$688,062
VL9	2030-31	\$95,819,361	\$30,000,000	\$0.95650	\$629,561	\$0	\$629,561
VL10	2031-32	\$90,070,199	\$30,000,000	\$0.95650	\$574,570	\$0	\$574,570
VP1	2032-33	\$84,665,987	\$84,665,987	\$0.95650	\$0	\$0	\$0
VP2	2033-34	\$79,586,028	\$79,586,028	\$0.95650	\$0	\$0	\$0
VP3	2034-35	\$74,810,866	\$74,810,866	\$0.95650	\$0	\$0	\$0
VP4	2035-36	\$70,322,214	\$70,322,214	\$0.95650	\$0	\$0	\$0
VP5	2036-37	\$66,102,881	\$66,102,881	\$0.95650	\$0	\$0	\$0
<b>\$8,692,339</b>						<b>-\$1,307,928</b>	<b>\$7,384,411</b>

QTP= Qualifying Time Period  
 VL= Value Limitation  
 VP= Viable Presence

**Note: School district revenue-loss estimates are subject to change based on numerous factors, including:**

- Legislative and Texas Education Agency administrative changes to the underlying school finance formulas used in these calculations, which could be significant under HB 3.
- Legislative changes addressing property value appraisals and exemptions.
- Year-to-year appraisals of project values and district taxable values.
- Changes in school district tax rates and student enrollment.

**I&S Funding Impact on School District**

The project remains fully taxable for debt services taxes, with VISD currently levying a \$0.04 per \$100 I&S rate. As shown in the Table 6 below, local taxpayers could see a modest benefit from the addition of the Western Trail Wind project to the local I&S tax roll. (VISD is not eligible for state facilities funding under the Existing Debt Allotment (EDA) or Instructional Facilities Allotment (IFA) program, based on its current property wealth per ADA.)

The project is not expected to affect school district enrollment and is expected to depreciate over the life of the agreement and beyond. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

**Table 6 - Estimated Impact of the Western Trail Wind Project Property Value Limitation Request on VISD I&S Tax Rate**

Year of Agreement	School Year	I&S Rate w/out Project	Local Value w/out Project	I&S Taxes w/out Project	Project Full Taxable Value	I&S Rate with Project Value	Change in I&S Rate
QTP0	2020-21	\$0.0400	\$1,272,283,179	\$508,913	\$0	\$0.040000	\$0.0000
QTP1	2021-22	\$0.0400	\$1,252,956,600	\$501,183	\$0	\$0.040000	\$0.0000
QTP2/VL1	2022-23	\$0.0400	\$1,234,874,494	\$493,950	\$157,192,000	\$0.035483	-\$0.0045
VL2	2023-24	\$0.0400	\$1,217,956,255	\$487,183	\$147,760,480	\$0.035672	-\$0.0043
VL3	2024-25	\$0.0400	\$1,202,126,523	\$480,851	\$138,894,851	\$0.035857	-\$0.0041
VL4	2025-26	\$0.0400	\$1,187,314,848	\$474,926	\$130,561,160	\$0.036037	-\$0.0040
VL5	2026-27	\$0.0400	\$1,173,455,369	\$469,382	\$122,727,491	\$0.036213	-\$0.0038
VL6	2027-28	\$0.0400	\$1,160,486,509	\$464,195	\$115,363,841	\$0.036383	-\$0.0036
VL7	2028-29	\$0.0400	\$1,148,350,697	\$459,340	\$108,442,011	\$0.036549	-\$0.0035
VL8	2029-30	\$0.0400	\$1,136,994,107	\$454,798	\$101,935,490	\$0.036709	-\$0.0033
VL9	2030-31	\$0.0400	\$1,126,366,410	\$450,547	\$95,819,361	\$0.036864	-\$0.0031
VL10	2031-32	\$0.0400	\$1,116,420,546	\$446,568	\$90,070,199	\$0.037014	-\$0.0030
VP1	2032-33	\$0.0400	\$1,107,112,516	\$442,845	\$84,665,987	\$0.037158	-\$0.0028
VP2	2033-34	\$0.0400	\$1,098,401,173	\$439,360	\$79,586,028	\$0.037298	-\$0.0027
VP3	2034-35	\$0.0400	\$1,090,248,040	\$436,099	\$74,810,866	\$0.037432	-\$0.0026
VP4	2035-36	\$0.0400	\$1,082,617,139	\$433,047	\$70,322,214	\$0.037560	-\$0.0024

## Attachment E

### Taxable Value of Property

# 078-Foard

## 244-903/Vernon ISD

Category	Local Tax Roll Value	2018 WTD Mean Ratio	2018 PTAD Value Estimate	2018 Value Assigned
A. SINGLE-FAMILY RESIDENCES	23,060	N/A	23,060	23,060
B. MULTIFAMILY RESIDENCES	0	N/A	0	0
C1. VACANT LOTS	6,420	N/A	6,420	6,420
C2. COLONIA LOTS	0	N/A	0	0
D1. QUALIFIED AG LAND	426,610	N/A	426,610	426,610
D2. REAL PROP:FARM & RANCH	151,500	N/A	151,500	151,500
E. REAL PROP NONQUAL ACREAGE	409,800	N/A	409,800	409,800
F1. COMMERCIAL REAL	0	N/A	0	0
F2. INDUSTRIAL REAL	360	N/A	360	360
G. OIL,GAS,MINERALS	53,160	N/A	53,160	53,160
J. UTILITIES	167,970	N/A	167,970	167,970
L1. COMMERCIAL PERSONAL	0	N/A	0	0
L2. INDUSTRIAL PERSONAL	0	N/A	0	0
M. MOBILE HOMES	0	N/A	0	0
N. INTANGIBLE PERSONAL PROP	0	N/A	0	0
O. RESIDENTIAL INVENTORY	0	N/A	0	0
S. SPECIAL INVENTORY	0	N/A	0	0
Subtotal	1,238,880	0	1,238,880	1,238,880
Less Total Deductions	110,020	0	110,020	110,020
Total Taxable Value	1,128,860	0	1,128,860	1,128,860

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302(J) AND(K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation(M & O) tax purposes and for interest and sinking fund(I & S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T4 will be the same as T7 through T10.

## Value Taxable For M & O Purposes

T1	T2	T3	T4
1,168,860	1,128,860	1,168,860	1,128,860

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
40,000	0

T1 = School district taxable value for M & O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M & O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

## Value Taxable For I & S Purposes

T7	T8	T9	T10
1,168,860	1,128,860	1,168,860	1,128,860

T7 = School district taxable value for I & S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I & S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50 % of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50 % of the loss to the local optional percentage homestead exemption

THE PVS FOUND YOUR LOCAL VALUE TO BE VALID, AND LOCAL VALUE WAS CERTIFIED

# 244-Wilbarger

## 244-903/Vernon ISD

Category	Local Tax Roll Value	2018 WTD Mean Ratio	2018 PTAD Value Estimate	2018 Value Assigned
A. SINGLE-FAMILY RESIDENCES	246,116,670	0.9655	254,911,103	246,116,670
B. MULTIFAMILY RESIDENCES	10,493,040	N/A	10,493,040	10,493,040
C1. VACANT LOTS	5,635,690	N/A	5,635,690	5,635,690
C2. COLONIA LOTS	0	N/A	0	0
D1. QUALIFIED AG LAND	20,530,480	0.8668	23,685,788	20,530,480
D2. REAL PROP:FARM & RANCH	6,330,670	N/A	6,330,670	6,330,670
E. REAL PROP NONQUAL ACREAGE	22,711,430	N/A	22,711,430	22,711,430
F1. COMMERCIAL REAL	61,531,900	0.9370	65,669,050	61,531,900
F2. INDUSTRIAL REAL	334,076,240	N/A	334,076,240	334,076,240
G. OIL,GAS,MINERALS	10,523,290	N/A	10,523,290	10,523,290
J. UTILITIES	261,126,630	0.9527	274,091,141	261,126,630
L1. COMMERCIAL PERSONAL	31,900,800	0.9681	32,951,968	31,900,800
L2. INDUSTRIAL PERSONAL	71,178,200	N/A	71,178,200	71,178,200
M. MOBILE HOMES	1,850,520	N/A	1,850,520	1,850,520
N. INTANGIBLE PERSONAL PROP	0	N/A	0	0
O. RESIDENTIAL INVENTORY	0	N/A	0	0
S. SPECIAL INVENTORY	10,822,480	N/A	10,822,480	10,822,480
Subtotal	1,094,828,040	0	1,124,930,610	1,094,828,040
Less Total Deductions	217,460,296	0	219,596,591	217,460,296
Total Taxable Value	877,367,744	0	905,334,019	877,367,744

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302(J) AND(K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation(M & O) tax purposes and for interest and sinking fund(I & S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T4 will be the same as T7 through T10.

## Value Taxable For M & O Purposes

T1	T2	T3	T4
900,172,474	877,367,744	900,172,474	877,367,744

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
22,804,730	0

T1 = School district taxable value for M & O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M & O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

## Value Taxable For I & S Purposes

T7	T8	T9	T10
1,010,387,234	987,582,504	1,010,387,234	987,582,504

T7 = School district taxable value for I & S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I & S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

THE PVS FOUND YOUR LOCAL VALUE TO BE VALID, AND LOCAL VALUE WAS CERTIFIED

## 244-903-02/Vernon ISD

Category	Local Tax Roll Value	2018 WTD Mean Ratio	2018 PTAD Value Estimate	2018 Value Assigned
A. SINGLE-FAMILY RESIDENCES	246,139,730	0.9655	254,934,163	246,139,730
B. MULTIFAMILY RESIDENCES	10,493,040	N/A	10,493,040	10,493,040
C1. VACANT LOTS	5,642,110	N/A	5,642,110	5,642,110
C2. COLONIA LOTS	0	N/A	0	0
D1. QUALIFIED AG LAND	20,957,090	0.8691	24,112,398	20,957,090
D2. REAL PROP:FARM & RANCH	6,482,170	N/A	6,482,170	6,482,170
E. REAL PROP NONQUAL ACREAGE	23,121,230	N/A	23,121,230	23,121,230
F1. COMMERCIAL REAL	61,531,900	0.9370	65,669,050	61,531,900
F2. INDUSTRIAL REAL	334,076,600	N/A	334,076,600	334,076,600
G. OIL,GAS,MINERALS	10,576,450	N/A	10,576,450	10,576,450
J. UTILITIES	261,294,600	0.9527	274,259,111	261,294,600
L1. COMMERCIAL PERSONAL	31,900,800	0.9681	32,951,968	31,900,800
L2. INDUSTRIAL PERSONAL	71,178,200	N/A	71,178,200	71,178,200
M. MOBILE HOMES	1,850,520	N/A	1,850,520	1,850,520
N. INTANGIBLE PERSONAL PROP	0	N/A	0	0
O. RESIDENTIAL INVENTORY	0	N/A	0	0
S. SPECIAL INVENTORY	10,822,480	N/A	10,822,480	10,822,480
<b>Subtotal</b>	<b>1,096,066,920</b>		<b>1,126,169,490</b>	<b>1,096,066,920</b>
<b>Less Total Deductions</b>	<b>217,570,316</b>		<b>219,706,611</b>	<b>217,570,316</b>
<b>Total Taxable Value</b>	<b>878,496,604</b>		<b>906,462,879</b>	<b>878,496,604</b>

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302(J) AND(K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation(M & O) tax purposes and for interest and sinking fund(I & S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T4 will be the same as T7 through T10.

## Value Taxable For M & O Purposes

T1	T2	T3	T4
901,341,334	878,496,604	901,341,334	878,496,604

Loss To the Additional \$10,000 Homestead Exemption	50 % of the loss to the Local Optional Percentage Homestead Exemption
22,844,730	0

T1 = School district taxable value for M & O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M & O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50 % of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50 % of the loss to the local optional percentage homestead exemption

## Value Taxable For I & S Purposes

T7	T8	T9	T10
1,011,556,094	988,711,364	1,011,556,094	988,711,364

T7 = School district taxable value for I & S purposes before the loss to the additional \$10, 000 homestead exemption

T8 = School district taxable value for I & S purposes after the loss to the additional \$10, 000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50 % of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50 % of the loss to the local optional percentage homestead exemption

# Attachment F

## TEA's Facilities Value

Attachment G

Participation Agreement

**AGREEMENT FOR LIMITATION ON APPRAISED  
VALUE OF PROPERTY FOR SCHOOL DISTRICT  
MAINTENANCE AND OPERATIONS TAXES**

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by and between

**VERNON INDEPENDENT SCHOOL DISTRICT**

and

**WESTERN TRAIL WIND, LLC**

*(Texas Taxpayer ID # 32066890602)*

Comptroller Application # 1424

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Dated

April 20<sup>th</sup>, 2020

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

*STATE OF TEXAS* §

*COUNTY OF WILBARGER* §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **VERNON INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **WESTERN TRAIL WIND, LLC**, Texas Taxpayer Identification Number 32066890602 hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, on July 15, 2019, the Superintendent of Schools of the Vernon Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

**WHEREAS**, on July 15, 2019, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

**WHEREAS**, the Application was delivered to the Texas Comptroller's Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, the District and the Texas Comptroller's Office have determined that the Application is complete and December 18, 2019 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

**WHEREAS**, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Wilbarger Appraisal District established in Wilbarger County, Texas (the "Wilbarger County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

**WHEREAS**, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on February 25, 2020, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

**WHEREAS**, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, on April 20<sup>th</sup>, 2020, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

**WHEREAS**, on April 20<sup>th</sup>, 2020, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

**WHEREAS**, on April 20<sup>th</sup>, 2020, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

**WHEREAS**, on March 5, 2020, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

**WHEREAS**, on April 20<sup>th</sup>, 2020, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary, or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President to execute and deliver such Agreement to the Applicant; and

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

## **ARTICLE I** **DEFINITIONS**

**Section 1.1 DEFINITIONS.** Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

*“Act”* means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

*“Agreement”* means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

*“Applicant”* means Western Trail Wind, LLC, (Texas Taxpayer ID #32066890602) the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

*“Applicant’s Qualified Investment”* means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

*“Applicant’s Qualified Property”* means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

*“Application”* means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on July 15, 2019. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

*“Application Approval Date”* means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

*“Application Review Start Date”* means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Wilbarger Appraisal District.

“Board of Trustees” means the Board of Trustees of the Vernon Independent School District.

“Commercial Operation” means the date on which the project becomes commercially operational, has installed or constructed Qualified Property on the Land, and is able to generate electricity and is connected to the grid with an interconnection agreement.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Wilbarger County, Texas.

“District” or “School District” means the Vernon Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within sixty (60) business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller’s Rules, and this Agreement.

“State” means the State of Texas.

“Supplemental Payment” means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on the Applicant’s Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

“Tax Limitation Period” means the Tax Years for which the Applicant’s Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

“Tax Year” shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

**Section 1.2 NEGOTIATED DEFINITIONS.** Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

"Applicable School Finance Law" means Chapters 41, 42, 48 and 49 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State for each and every year of this Agreement, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term includes any and all amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement. For each year of this Agreement, the "Applicable School Finance Law" shall be interpreted to include all provisions made applicable for any calculations made for the specific year for which calculations are being made.

"Maintenance and Operations Revenue" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace the District's Maintenance and Operations Revenue lost as a result of such similar agreements, minus (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the TEXAS EDUCATION CODE, in each case, as any of the items in clauses (i), (ii), and (iv) above may be amended by Applicable School Finance Law from time to time, and plus or minus, as applicable, any other revenues, payments or amounts received or required to be reimbursed by the District from State and local funding for maintenance and operations purposes under Applicable School Finance Law, such that Maintenance and Operations Revenue shall be the net amount of all such revenues, payments or other amounts which the District is entitled to receive and retain from State and local funding for maintenance and operations purposes under Applicable School Finance Law.

"New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have actually received for such school year, if calculated using prior year taxable values.

"Net Tax Benefit" means, for any subject Tax Year during the term of this Agreement, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District during the term of this Agreement if this Agreement had not been entered into by the Parties and the Applicant's Qualified Property been subject to the ad valorem

maintenance & operations tax at the rate applicable for such Tax Year, for all Tax Years beginning with the Tax Year that includes the Application Review Start Date up to and including the subject Tax Year for which the calculation is being made; *minus*, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due from Applicant to the District or any other governmental entity, including the State of Texas, for the same Tax Years, plus (B) any and all payments due to the District under Articles IV and V, of this Agreement for the same Tax Years, plus (C) any and all payments owed to the District under Article VI of this Agreement for the same Tax Years.

*"Original M&O Revenue"* means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property and/or Qualified Investment been subject to the ad valorem maintenance & operations tax at the tax rate actually adopted by the District for the applicable year. For purposes of this calculation, the Third Party will base its calculations upon taxable values for the prior school year as certified by the County Appraisal District for all other taxable accounts in the District, save and except for the Qualified Property subject to this Agreement, plus the taxable value of the Qualified Property for the prior school year subject to this Agreement. (For clarification, the taxable value used by the District in calculating the taxes payable for Interest and Sinking Fund taxation purposes on Applicant's Qualified Property will be used for the Qualified Property in lieu of the property's M&O taxable value.)

*"Revenue Protection Amount"* means the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date as set forth in Section 4.2 of this Agreement.

## **ARTICLE II**

### **AUTHORITY, PURPOSE AND LIMITATION AMOUNTS**

**Section 2.1. AUTHORITY.** This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

**Section 2.2. PURPOSE.** In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant's Qualified Property listed and assessed by the County Appraiser for the District's maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

#### **Section 2.3. TERM OF THE AGREEMENT.**

A. The Application Review Start Date for this Agreement is December 18, 2019, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is April 20<sup>th</sup>, 2020.

C. The Qualifying Time Period for this Agreement:

- i. Starts on June 1, 2020, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the Texas Tax Code; and
- ii. Ends on December 31, 2022, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2022, the first complete Tax Year that begins after the date of the commencement of Commercial Operation;
- ii. Ends on December 31, 2031.

E. The Final Termination Date for this Agreement is December 31, 2036.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

**Section 2.4. TAX LIMITATION.** So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. the Market Value of the Applicant's Qualified Property; or
- B. Thirty Million Dollars (\$30,000,000), based on Section 313.054 of the TEXAS TAX CODE

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052 of the TEXAS TAX CODE.

**Section 2.5. TAX LIMITATION ELIGIBILITY.** In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$30,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$728 for all New Non-Qualifying Jobs created by the Applicant.

**Section 2.6. TAX LIMITATION OBLIGATIONS.** In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide payments to the District that protect the District from the payment of extraordinary education- related expenses related to the project, as more fully specified in Article V;
- C. provide such Supplemental Payments as more fully specified in Article VI;
- D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and
- E. No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

### **ARTICLE III** **QUALIFIED PROPERTY**

**Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.** At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

**Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT.** The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

**Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY.** The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

**Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.** In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which

the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

**Section 3.5. QUALIFYING USE.** The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(5) of the TEXAS TAX CODE as property used for renewable energy electric generation.

#### **ARTICLE IV**

### **PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES**

**Section 4.1. INTENT OF THE PARTIES.** Subject only to the limitations contained in Section 7.1 of this Agreement, it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue in each year of this Agreement for which this Agreement was a sole and direct cause, all as calculated in Section 4.2 below. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI in this Agreement.

The Parties hereto expressly understand and agree that, for all years to which this Agreement may apply, the calculation of losses that District incurs in its Maintenance and Operations Revenue will be defined for each applicable Tax Year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may periodically change in accordance with changes made from time to time in the Applicable School Finance Law. The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are: i) for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement; ii) are based upon current School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and, iii) may change in future years to reflect changes in the Applicable School Finance Law.

#### **Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT**

##### **A. Calculation of the Revenue Protection Amount.**

The amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "Revenue Protection Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The Revenue Protection Amount owed by the Applicant to District means the Original M&O Revenue minus the New M&O Revenue.

##### **B. In making the calculations required by this Section 4.2 of this Agreement:**

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as that law exists for each year for which the calculation is made.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.
- iv. For all calculations made for years during the Tax Limitation Period under Section 4.2 of this Agreement, Subsection *ii* of this subsection will reflect the Tax Limitation Amount for such year.

**Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY.** All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") approved each year by the District. The District agrees that for all Tax Years the Third Party selected by the District shall be either RM School Finance Consulting or Moak Casey & Associates. If the District desires to select a Third Party other than RM School Finance Consulting or Moak Casey & Associates, such selection must receive the Applicant's consent, which consent shall not be unreasonably withheld, delayed, or conditioned. To the extent not inconsistent with a statutory change to Applicable School Finance Law, all calculations made by the Third Party under this Agreement shall be made using a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

**Section 4.4. DATA USED FOR CALCULATIONS.** The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 4.3. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

**Section 4.5. DELIVERY OF CALCULATIONS.** On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 4.2, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, subject to the provisions of Section 4.6. Upon reasonable prior notice, the employees and

agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

**Section 4.6. PAYMENT BY APPLICANT.** The Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party, plus any reasonable and necessary out-of-pocket third party legal expenses incurred by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.6 which exceeds Fifteen Thousand Dollars (\$15,000.00). For any Tax Year outside of the Tax Limitation Period, Applicant shall not be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.6 which exceeds Eight Thousand Dollars (\$8,000.00).

**Section 4.7. RESOLUTION OF DISPUTES.** Should the Applicant disagree with the certification containing the calculations, the Applicant may appeal the findings, in writing, to the Third Party within forty-five (45) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records and other information in accordance with Section 4.6 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District. Any appeal by the Applicant of the final determination of the Third Party may be made, in writing, to the Board of Trustees within thirty (30) days of the final determination of certification containing the calculations, and shall be without limitation of the Applicant's other rights and remedies available hereunder, at law or in equity.

**Section 4.8. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.** If at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Investment, and/or the Applicant's Qualified Property and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

**Section 4.9. STATUTORY CHANGES AFFECTING M&O REVENUE.** Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, Applicant shall make payments to District, up to the revenue protection amount limit set forth in Section 7.1, that are necessary to offset any negative impact on District's Maintenance and Operations Revenue, as a result of its participation in this Agreement. Such calculation shall be completed using the methodology described in Section 4.2 and shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District.

## **ARTICLE V**

### **PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES**

**Section 5.1. EXTRAORDINARY EXPENSES.** In addition to the amounts determined pursuant to Section 4.2 of this Agreement above, Applicant on an annual basis shall also indemnify and reimburse District for the following: all non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project.

## **ARTICLE VI**

### **SUPPLEMENTAL PAYMENTS**

**Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS.**

A. Amounts Exclusive of Indemnity Amounts. In addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for Supplemental Payments to be calculated as set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant's obligation to make Supplemental

Payments under this Article VI is separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V; provided, however, that all payments under Articles IV, V, and VI are subject to the limitations contained in Section 7.1, and that all Supplemental Payments under this Article IV are subject to the separate limitations contained in Section 6.2 and Section 6.3.B.

B. Adherence to Statutory Limits on Supplemental Payments. It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article VI shall not exceed the limit imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the Legislature for any future year of this Agreement.

**Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION.** Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall: not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application;

B. Supplemental Payments may only be made during the period starting the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period;

C. the limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement; and

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District’s Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District’s 2018-2019 Average Daily Attendance of 1,844, rounded to the nearest whole number.

**Section 6.3. SUPPLEMENTAL PAYMENT AMOUNT.** The Parties agree that for each Tax Year during the term of this Agreement beginning with the Tax Year 2020, which is the Tax Year that includes the date on which the Qualifying Time Period commences under this Agreement as provided in Section 2.3.C.i., the Applicant’s Supplemental Payment Amount will annually be paid based on the following schedule

TAX YEAR	PAYMENT DUE DATE	ANNUAL SUPPLEMENTAL PAYMENT AMOUNT
2020	January 31, 2021	\$184,400
2021	January 31, 2022	\$184,400
2022	January 31, 2023	\$184,400
2023	January 31, 2024	\$184,400
2024	January 31, 2025	\$184,400

2025	January 31, 2026	\$184,400
2026	January 31, 2027	\$184,400
2027	January 31, 2028	\$184,400
2028	January 31, 2029	\$184,400
2029	January 31, 2030	\$184,400
2030	January 31, 2031	\$184,400
2031	January 31, 2032	\$184,400
2032	January 31, 2033	\$184,400
2033	January 31, 2034	\$184,400
2034	January 31, 2035	\$184,400

**Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS**

- A. All calculations required by this Article shall be calculated by the Third Party selected pursuant to Section 4.3, above.
- B. The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6, above.
- C. All amounts owed by the Applicant to the District for a Tax Year under this Article shall be paid on the date set forth in the table included in Section 6.3 above.

**Section 6.5. DISTRICT’S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.** At any time during this Agreement, the District’s Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that the Applicant’s payment obligations under Article VI of this agreement be made to its educational foundation, or to a similar entity. The alternative entity may only use such funds received under this Article to support the educational mission of the District and its students. Any designation of an alternative entity must be made by recorded vote of the District’s Board of Trustees at a properly posted public Board meeting. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1, below. Such designation may be rescinded, with respect to future payments only, by action of the District’s Board of Trustees at any time.

**Section 6.6. SUPPLEMENTAL PAYMENT CHANGES.** In the event Chapter 313 is modified or amended to allow the District to receive Supplemental Payments in excess of the limitation described in Section 6.2, Applicant agrees to cooperate with the District to amend this Agreement to allow District to receive the maximum amount of Supplemental Payments as allowed by law; provided however, the Supplemental Payment owed for any given Tax Year of this Agreement shall not exceed an amount that, when added to all payments due to the District under Articles IV and V of this Agreement for the same Tax Year, exceeds forty percent (40%) of Applicant’s Net Tax Benefit under this Agreement in such Tax Year. This Section 6.6 shall only apply if Chapter 313 of the TEXAS TAX CODE is amended so that the District is permitted to receive Supplemental Payments greater than as described in Section 6.2 above; otherwise, this Section 6.6 shall not be effective.

**ARTICLE VII**  
**ANNUAL LIMITATION OF PAYMENTS BY APPLICANT**

**Section 7.1. ANNUAL LIMITATION.** Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning after the first Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

**Section 7.2. OPTION TO TERMINATE AGREEMENT.** In the event the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, prior to the beginning of the Tax Limitation Period, to terminate this Agreement by notifying the District in writing of its exercise of such option. Additionally, in the event that any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

**Section 7.3. EFFECT OF OPTIONAL TERMINATION.** Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

**ARTICLE VIII**  
**ADDITIONAL OBLIGATIONS OF APPLICANT**

**Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE.** In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

**Section 8.2. REPORTS.** In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

**Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS.** During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

**Section 8.4. DATA REQUESTS.** Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

**Section 8.5. SITE VISITS AND RECORD REVIEW.** The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to

provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

#### **Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.**

By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non- Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

**Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS.** The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

## **ARTICLE IX**

### **MATERIAL BREACH OR EARLY TERMINATION**

**Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT.** The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a "Material Breach"):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

#### **Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.**

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;

- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination") and provide a copy to the Comptroller.

### **Section 9.3. DISPUTE RESOLUTION.**

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have not greater than sixty (60) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within thirty (30) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Wilbarger County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Wilbarger County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the 60 days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant

shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

**Section 9.4. Consequences of Early Termination or Other Breach by Applicant.**

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the 60 days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

**Section 9.5. LIMITATION OF OTHER DAMAGES.** Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set

forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

**Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT.** Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$30,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

**Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS.** Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

**Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS**

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

**ARTICLE X.**  
**MISCELLANEOUS PROVISIONS**

**Section 10.1. INFORMATION AND NOTICES.**

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

Jeff Byrd, Superintendent  
Vernon Independent School District  
1713 Wilbarger Street  
Vernon, TX 76384  
Fax: (806) 996-5342  
Email: wrobinson@Vernonisd.net

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

Philip Moore  
Vice President, Development  
Lincoln Clean Energy, LLC  
401 N. Michigan Avenue, Suite 501  
Chicago, IL 60611  
Email: pmoore@lincolnclean.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below.

**Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.**

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and

shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

- i. The Applicant shall submit to the District and the Comptroller:
  - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
  - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
  - c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
- ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
- iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

### **Section 10.3. ASSIGNMENT.**

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

**Section 10.4. MERGER.** This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

**Section 10.5. Governing Law.** This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Wilbarger County.

**Section 10.6. AUTHORITY TO EXECUTE AGREEMENT.** Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

**Section 10.7. SEVERABILITY.** If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

**Section 10.8. PAYMENT OF EXPENSES.** Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

**Section 10.9. INTERPRETATION.**

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings

contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words “include,” “includes,” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase, “but not limited to”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller’s Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller’s Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

**Section 10.10. EXECUTION OF COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

**Section 10.11. PUBLICATION OF DOCUMENTS.** The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller’s Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller’s website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

**Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.** The Applicant shall immediately notify the District in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

**Section 10.13. DUTY TO DISCLOSE.** If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant’s duty to disclose continues throughout the term of this Agreement.

**Section 10.14. CONFLICTS OF INTEREST.**

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL

GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

**Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION.** Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

**Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.**

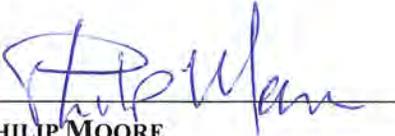
A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

B. Delivery is deemed complete as follows:

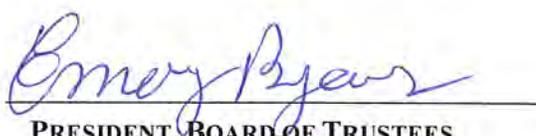
- i. When delivered if delivered personally or sent by express courier service;
- ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 20<sup>th</sup> day of April, 2020.

**WESTERN TRAIL WIND, LLC**

By:   
**PHILIP MOORE**  
**SR VICE PRESIDENT**

**VERNON INDEPENDENT SCHOOL DISTRICT**

By:   
**PRESIDENT, BOARD OF TRUSTEES**

**ATTEST:**

By:   
**SECRETARY, BOARD OF TRUSTEES**

## EXHIBIT I

### DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

At the time of the Application Approval Date, the Project is within the reinvestment zone established pursuant to Chapter 312 of the Texas Tax Code by order on April 22, 2019 in Wilbarger County. All of the Applicant's Qualified Property and Applicant's Qualified Investment that is subject to this Agreement will be located within the boundaries of these Reinvestment Zones and the boundaries of the District.

APR 22 2019

RESOLUTION AND ORDER DESIGNATING THE  
WESTERN TRAIL WIND REINVESTMENT ZONE  
IN THE JURISDICTION OF WILBARGER COUNTY, TEXAS

*Mary Jo Coe* Deputy

STATE OF TEXAS            }  
  }  
COUNTY OF WILBARGER    }

WHEREAS, the Commissioners Court of Wilbarger County, Texas (the "County") has elected to become eligible to participate in tax abatement agreements under the provisions of the Texas Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code) (the "Act"); and,

WHEREAS, the County has adopted guidelines and criteria governing tax abatement agreements in a resolution dated on or about August 14, 2017 (the "Guidelines and Criteria"); and,

WHEREAS, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and

WHEREAS, the County (a) timely published or posted all applicable notices of public hearing regarding the designation of the real estate described in the attached Exhibit A as a reinvestment zone for tax abatement purposes, and (b) timely notified all applicable presiding officers of the governing body of each taxing unit that includes in its boundaries real property that may be included in the proposed reinvestment zone;

WHEREAS, the improvements proposed by Western Trail Wind, LLC are feasible and of benefit to the reinvestment zone after expiration of an abatement agreement; and

WHEREAS, the property described on Exhibit A meets the criteria established in the Guidelines and Criteria for a reinvestment zone; and

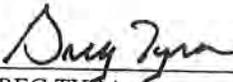
WHEREAS, the designation of the reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and would contribute to the economic development of the County; and

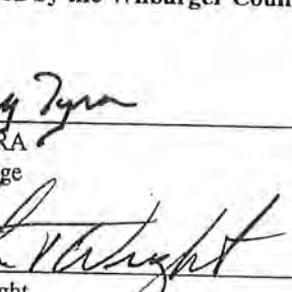
WHEREAS, all interested members of the public were given an opportunity to make comment at the public hearing.

**NOW, THEREFORE, BE IT ORDERED, by the Commissioners Court of Wilbarger County, that:**

1. The County hereby designates the property located in Wilbarger County, Texas, having the property description in Exhibit A attached to this Order as a reinvestment zone under the County's Guidelines and Criteria, having determined that (a) the property described on Exhibit A meets the criteria established in the Guidelines and Criteria, and (b) the designation of such reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and that would contribute to the economic development of the County.
2. The reinvestment zone created by this Order to include the real property described in Exhibit A shall be known as the "Western Trail Wind Reinvestment Zone."

The foregoing Resolution was lawfully moved by John T. Wright, duly seconded by Phillip Graf, and duly adopted by the Wilbarger County Commissioner's Court, the 22 day of April 2019.

  
\_\_\_\_\_  
GREG TYRA  
County Judge

  
\_\_\_\_\_  
John T Wright  
Commissioner Precinct 1

  
\_\_\_\_\_  
Kelly Joe Neel  
Commissioner Precinct 3

  
\_\_\_\_\_  
Phillip Graf  
Commissioner Precinct 2

  
\_\_\_\_\_  
Josh Patterson  
Commissioner Precinct 4

ATTEST:

\_\_\_\_\_  
Print Name: Jana Kennon  
Wilbarger County Clerk

Exhibit A

Property Included in the Reinvestment Zone

The Western Trail Wind Reinvestment Zone includes the following real property, which property is also depicted on a map included as the last page of this Exhibit A:

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

Texas Firm # 101173-00

[www.windearthwater.com](http://www.windearthwater.com)

SECTION	BLOCK	SURVEY	ABSTARCT	COUNTY
		G BUTLER	3	WILBARGER
17		BS&F RR CO	10	WILBARGER
19		BS&F	12	WILBARGER
		W. CLARK	15	WILBARGER
		W. CARSON	19	WILBARGER
9		D&W RR CO	22	WILBARGER
		F. HUSTON	35	WILBARGER
1	17	H&TC RR CO	39	WILBARGER
3	1	H&TC RR CO	41	WILBARGER
5	1	H&TC RR CO	42	WILBARGER
5	1	H&TC RR CO	42	WILBARGER
47	1	H&TC RR CO	43	WILBARGER
45	1	H&TC RR CO	44	WILBARGER
43	1	H&TC RR CO	45	WILBARGER
41	1	H&TC RR CO	46	WILBARGER
39	1	H&TC RR CO	47	WILBARGER
37	1	H&TC RR CO	48	WILBARGER
27	1	H&TC RR CO	49	WILBARGER
35	1	H&TC RR CO	50	WILBARGER
25	1	H&TC RR CO	51	WILBARGER
33	1	H&TC RR CO	52	WILBARGER
33	1	H&TC RR CO	52	WILBARGER
19	1	H&TC RR CO	53	WILBARGER
17	1	H&TC RR CO	54	WILBARGER
21	6	H&TC RR CO	55	WILBARGER

13	1	H&TC RR CO	56	WILBARGER
9	1	H&TC RR CO	57	WILBARGER
11	6	H&TC RR CO	58	WILBARGER
1	6	H&TC RR CO	60	WILBARGER
15	6	H&TC RR CO	61	WILBARGER
6	3	H&TC RR CO	62	WILBARGER
65	1	H&TC RR CO	63	WILBARGER
67	1	H&TC RR CO	64	WILBARGER
63	1	H&TC RR CO	65	WILBARGER
59	1	H&TC RR CO	66	WILBARGER
57	1	H&TC RR CO	67	WILBARGER
55	1	H&TC RR CO	68	WILBARGER
51	1	H&TC RR CO	69	WILBARGER
49	1	H&TC RR CO	70	WILBARGER
61	1	H&TC RR CO	71	WILBARGER
53	1	H&TC RR CO	72	WILBARGER
13	6	H&TC RR CO	73	WILBARGER
75		H&TC RR CO	74	WILBARGER
43	4	H&TC RR CO	80	WILBARGER
29	4	H&TC RR CO	86	WILBARGER
31	4	H&TC RR CO	87	WILBARGER
27	4	H&TC RR CO	88	WILBARGER
23	4	H&TC RR CO	89	WILBARGER
15	4	H&TC RR CO	90	WILBARGER
11	4	H&TC RR CO	91	WILBARGER
25	4	H&TC RR CO	92	WILBARGER
17	4	H&TC RR CO	94	WILBARGER
13	4	H&TC RR CO	95	WILBARGER
9	4	H&TC RR CO	96	WILBARGER
7	4	H&TC RR CO	97	WILBARGER
3	4	H&TC RR CO	98	WILBARGER
1	4	H&TC RR CO	99	WILBARGER
11	5	H&TC RR CO	105	WILBARGER
9	5	H&TC RR CO	106	WILBARGER
5	5	H&TC RR CO	109	WILBARGER
3	5	H&TC RR CO	110	WILBARGER
1	5	H&TC RR CO	111	WILBARGER
33	6	H&TC RR CO	113	WILBARGER
29	6	H&TC RR CO	114	WILBARGER
25	6	H&TC RR CO	115	WILBARGER

27	6	H&TC RR CO	116	WILBARGER
23	6	H&TC RR CO	117	WILBARGER
1	2	H&TC RR CO	122	WILBARGER
3	2	H&TC RR CO	123	WILBARGER
5	2	H&TC RR CO	124	WILBARGER
13	2	H&TC RR CO	125	WILBARGER
9	2	H&TC RR CO	126	WILBARGER
7	2	H&TC RR CO	127	WILBARGER
15	2	H&TC RR CO	128	WILBARGER
11	2	H&TC RR CO	129	WILBARGER
17	2	H&TC RR CO	130	WILBARGER
19	2	H&TC RR CO	131	WILBARGER
21	2	H&TC RR CO	132	WILBARGER
23	2	H&TC RR CO	133	WILBARGER
25	2	H&TC RR CO	134	WILBARGER
27	2	H&TC RR CO	135	WILBARGER
29	2	H&TC RR CO	136	WILBARGER
79	2	H&TC RR CO	202	WILBARGER
29	3	H&TC RR CO	203	WILBARGER
33	3	H&TC RR CO	204	WILBARGER
35	3	H&TC RR CO	205	WILBARGER
37	3	H&TC RR CO	206	WILBARGER
39	3	H&TC RR CO	207	WILBARGER
45	3	H&TC RR CO	208	WILBARGER
47	3	H&TC RR CO	209	WILBARGER
7	9	H&TC RR CO	213	WILBARGER
19	9	H&TC RR CO	219	WILBARGER
31	9	H&TC RR CO	226	WILBARGER
31	2	H&TC RR CO	235	WILBARGER
33	2	H&TC RR CO	236	WILBARGER
35	2	H&TC RR CO	237	WILBARGER
37	2	H&TC RR CO	238	WILBARGER
41	2	H&TC RR CO	239	WILBARGER
29	2	H&TC RR CO	240	WILBARGER
43	2	H&TC RR CO	241	WILBARGER
45	2	H&TC RR CO	242	WILBARGER
47	2	H&TC RR CO	243	WILBARGER
51	2	H&TC RR CO	245	WILBARGER
51	2	H&TC RR CO	245	WILBARGER
53	2	H&TC RR CO	246	WILBARGER

7	8	H&TC RR CO	253	WILBARGER
3	3	H&TC RR CO	255	WILBARGER
5	3	H&TC RR CO	256	WILBARGER
7	3	H&TC RR CO	257	WILBARGER
9	3	H&TC RR CO	258	WILBARGER
11	3	H&TC RR CO	259	WILBARGER
13	3	H&TC RR CO	260	WILBARGER
17	3	H&TC RR CO	261	WILBARGER
19	3	H&TC RR CO	262	WILBARGER
21	3	H&TC RR CO	263	WILBARGER
23	3	H&TC RR CO	264	WILBARGER
25	3	H&TC RR CO	265	WILBARGER
31	3	H&TC RR CO	266	WILBARGER
27	3	H&TC RR CO	267	WILBARGER
61	18	H&TC RR CO	270	WILBARGER
55	18	H&TC RR CO	272	WILBARGER
47	18	H&TC RR CO	274	WILBARGER
3	18	H&TC RR CO	301	WILBARGER
5	18	H&TC RR CO	302	WILBARGER
13	18	H&TC RR CO	304	WILBARGER
15	18	H&TC RR CO	305	WILBARGER
15	18	H&TC RR CO	305	WILBARGER
17	18	H&TC RR CO	306	WILBARGER
19	18	H&TC RR CO	307	WILBARGER
21	18	H&TC RR CO	308	WILBARGER
23	18	H&TC RR CO	309	WILBARGER
25	18	H&TC RR CO	310	WILBARGER
27	18	H&TC RR CO	311	WILBARGER
49	18	H&TC RR CO	317	WILBARGER
33	18	H&TC RR CO	330	WILBARGER
1	18	H&TC RR CO	331	WILBARGER
67	2	H&TC RR CO	431	WILBARGER
65	2	H&TC RR CO	432	WILBARGER
63	2	H&TC RR CO	433	WILBARGER
61	2	H&TC RR CO	434	WILBARGER
59	2	H&TC RR CO	435	WILBARGER
55	2	H&TC RR CO	437	WILBARGER
101	14	H&TC RR CO	442	WILBARGER
103	14	H&TC RR CO	443	WILBARGER
105	14	H&TC RR CO	444	WILBARGER

107	14	H&TC RR CO	445	WILBARGER
109	14	H&TC RR CO	446	WILBARGER
7	17	H&TC RR CO	456	WILBARGER
9	17	H&TC RR CO	457	WILBARGER
5	17	H&TC RR CO	458	WILBARGER
3	17	H&TC RR CO	459	WILBARGER
		A HUSTON	460	WILBARGER
		T PURNELL	461	WILBARGER
9	18	H&TC RR CO	473	WILBARGER
43		MEP&P RR CO	491	WILBARGER
39		MEP&P RR CO	492	WILBARGER
41		MEP&P RR CO	493	WILBARGER
40		MEP&P RR CO	494	WILBARGER
17		MEP&P RR CO	496	WILBARGER
16		MEP&P RR CO	497	WILBARGER
15		MEP&P RR CO	498	WILBARGER
14		MEP&P RR CO	499	WILBARGER
13		MEP&P RR CO	500	WILBARGER
12		MEP&P RR CO	501	WILBARGER
1		MEP&P RR CO	502	WILBARGER
10	1	H&TC RR CO	503	WILBARGER
9		MEP&P RR CO	504	WILBARGER
8		MEP&P RR CO	505	WILBARGER
7		MEP&P RR CO	506	WILBARGER
6		MEP&P RR CO	507	WILBARGER
6		MEP&P RR CO	508	WILBARGER
3		MEP&P RR CO	509	WILBARGER
11		MEP&P RR CO	511	WILBARGER
4		MEP&P RR CO	512	WILBARGER
2		MEP&P RR CO	513	WILBARGER
		K. MAGEE CO	514	WILBARGER
		K. MAGEE CO	515	WILBARGER
		K. MAGEE CO	517	WILBARGER
		K. MAGEE CO	518	WILBARGER
		K. MAGEE CO	520	WILBARGER
27		J. POITEVENT	531	WILBARGER
		J. COX	541	WILBARGER
1		J BENNETT	572	WILBARGER
1		MK&TE RR CO	596	WILBARGER
46	2	H&TC RR CO	600	WILBARGER

10	5	H&TC RR CO	603	WILBARGER
1		CT&MC RR CO	607	WILBARGER
14	2	H&TC RR CO	610	WILBARGER
20	2	H&TC RR CO	612	WILBARGER
1		CG&SF RR CO	624	WILBARGER
34	3	H&TC RR CO	626	WILBARGER
50	2	H&TC RR CO	638	WILBARGER
18	2	H&TC RR CO	648	WILBARGER
12	2	H&TC RR CO	649	WILBARGER
34	2	H&TC RR CO	654	WILBARGER
8	3	H&TC RR CO	659	WILBARGER
6	3	H&TC RR CO	660	WILBARGER
62	1	H&TC RR CO	661	WILBARGER
36	2	H&TC RR CO	669	WILBARGER
8	2	H&TC RR CO	684	WILBARGER
2	2	H&TC RR CO	687	WILBARGER
26	18	H&TC RR CO	689	WILBARGER
106	14	H&TC RR CO	693	WILBARGER
4	4	H&TC RR CO	710	WILBARGER
14	18	H&TC RR CO	713	WILBARGER
44	4	H&TC RR CO	736	WILBARGER
26	2	H&TC RR CO	741	WILBARGER
5	7	H&TC RR CO	747	WILBARGER
36	1	H&TC RR CO	785	WILBARGER
36	1	H&TC RR CO	786	WILBARGER
30	9	H&TC RR CO	799	WILBARGER
104	14	H&TC RR CO	800	WILBARGER
24	2	H&TC RR CO	817	WILBARGER
4	1	H&TC RR CO	821	WILBARGER
48	3	H&TC RR CO	891	WILBARGER
32	2	H&TC RR CO	920	WILBARGER
54	2	H&TC RR CO	935	WILBARGER
54	2	H&TC RR CO	936	WILBARGER
6		J CALHOUN	944	WILBARGER
7		J CALHOUN	945	WILBARGER
1		CT&MC RR CO	946	WILBARGER
106	14	H&TC RR CO	947	WILBARGER
41	3	H&TC RR CO	975	WILBARGER
43	3	H&TC RR CO	976	WILBARGER
6	2	H&TC RR CO	977	WILBARGER

12	3	H&TC RR CO	979	WILBARGER
8	17	H&TC RR CO	989	WILBARGER
52	2	H&TC RR CO	994	WILBARGER
3		WA MCKINNEY	998	WILBARGER
20	3	H&TC RR CO	1001	WILBARGER
40	3	H&TC RR CO	1002	WILBARGER
1		SR SKINNER	1029	WILBARGER
18	9	H&TC RR CO	1040	WILBARGER
18	9	H&TC RR CO	1042	WILBARGER
8	5	H&TC RR CO	1070	WILBARGER
20	2	H&TC RR CO	1081	WILBARGER
28	4	H&TC RR CO	1082	WILBARGER
8	5	H&TC RR CO	1084	WILBARGER
12	3	H&TC RR CO	1086	WILBARGER
8	18	H&TC RR CO	1106	WILBARGER
26	6	H&TC RR CO	1115	WILBARGER
10	4	H&TC RR CO	1123	WILBARGER
58	1	H&TC RR CO	1136	WILBARGER
38	3	H&TC RR CO	1149	WILBARGER
2	4	H&TC RR CO	1151	WILBARGER
68	1	H&TC RR CO	1190	WILBARGER
14	4	H&TC RR CO	1194	WILBARGER
14	4	H&TC RR CO	1195	WILBARGER
24	4	H&TC RR CO	1201	WILBARGER
1		CT&MC RR CO	1207	WILBARGER
		W CARRUTH	1210	WILBARGER
		T CARRUTH	1211	WILBARGER
36	3	H&TC RR CO	1220	WILBARGER
16	4	H&TC RR CO	1229	WILBARGER
1		S. GOSSNELL	1231	WILBARGER
69	1	H&TC RR CO	1233	WILBARGER
6	2	H&TC RR CO	1235	WILBARGER
48	1	H&TC RR CO	1259	WILBARGER
48	1	H&TC RR CO	1259	WILBARGER
32	6	H&TC RR CO	1261	WILBARGER
36	2	H&TC RR CO	1272	WILBARGER
28	4	H&TC RR CO	1277	WILBARGER
28	4	H&TC RR CO	1278	WILBARGER
4	6	H&TC RR CO	1287	WILBARGER
20	6	H&TC RR CO	1288	WILBARGER

16	6	H&TC RR CO	1289	WILBARGER
1		ROBERT YOUNG	1305	WILBARGER
13		BS&F RR CO	1309	WILBARGER
36	3	H&TC RR CO	1310	WILBARGER
2J		DL&C CO	1315	WILBARGER
16	4	H&TC RR CO	1324	WILBARGER
18	2	H&TC RR CO	1328	WILBARGER
1		H&TC RR CO	1366	WILBARGER
10	4	H&TC RR CO	1380	WILBARGER
14		BS&F RR CO	1396	WILBARGER
26	18	H&TC RR CO	1415	WILBARGER
10	4	H&TC RR CO	1425	WILBARGER
26	4	H&TC RR CO	1441	WILBARGER
66	2	H&TC RR CO	1447	WILBARGER
19	8	H&TC RR CO	1454	WILBARGER
67	18	H&TC RR CO	1455	WILBARGER
66	1	H&TC RR CO	1459	WILBARGER
44	2	H&TC RR CO	1474	WILBARGER
8	1	H&TC RR CO	1480	WILBARGER
30	4	H&TC RR CO	1487	WILBARGER
28	1	H&TC RR CO	1490	WILBARGER
4	1	H&TC RR CO	1495	WILBARGER
6	9	H&TC RR CO	1501	WILBARGER
10	17	H&TC RR CO	1507	WILBARGER
14	17	H&TC RR CO	1508	WILBARGER
52	1	H&TC RR CO	1509	WILBARGER
12	6	H&TC RR CO	1510	WILBARGER
76	1	H&TC RR CO	1513	WILBARGER
12	18	H&TC RR CO	1516	WILBARGER
2		CT&MC RR CO	1517	WILBARGER
60	2	H&TC RR CO	1525	WILBARGER
28	1	H&TC RR CO	1526	WILBARGER
28	1	H&TC RR CO	1527	WILBARGER
10		D&W RR CO	1531	WILBARGER
56	2	H&TC RR CO	1539	WILBARGER
50	1	H&TC RR CO	1540	WILBARGER
4	17	H&TC RR CO	1550	WILBARGER
24	3	H&TC RR CO	1553	WILBARGER
44	1	H&TC RR CO	1556	WILBARGER
4	5	H&TC RR CO	1557	WILBARGER

10	6	H&TC RR CO	1558	WILBARGER
22	2	H&TC RR CO	1562	WILBARGER
4	3	H&TC RR CO	1564	WILBARGER
30	4	H&TC RR CO	1566	WILBARGER
38	2	H&TC RR CO	1570	WILBARGER
26	2	H&TC RR CO	1571	WILBARGER
50	1	H&TC RR CO	1572	WILBARGER
32	2	H&TC RR CO	1573	WILBARGER
30	2	H&TC RR CO	1574	WILBARGER
60	2	H&TC RR CO	1575	WILBARGER
64	2	H&TC RR CO	1576	WILBARGER
56	2	H&TC RR CO	1577	WILBARGER
28	6	H&TC RR CO	1581	WILBARGER
32	2	H&TC RR CO	1587	WILBARGER
38	2	H&TC RR CO	1588	WILBARGER
42	2	H&TC RR CO	1589	WILBARGER
4	3	H&TC RR CO	1592	WILBARGER
8	2	H&TC RR CO	1593	WILBARGER
40	2	H&TC RR CO	1596	WILBARGER
2	17	H&TC RR CO	1597	WILBARGER
14	6	H&TC RR CO	1598	WILBARGER
58	1	H&TC RR CO	1598	WILBARGER
6	2	H&TC RR CO	1599	WILBARGER
32	3	H&TC RR CO	1602	WILBARGER
6		D&W RR CO	1603	WILBARGER
2		CT&MC RR CO	1607	WILBARGER
2	18	H&TC RR CO	1610	WILBARGER
36	6	H&TC RR CO	1611	WILBARGER
14	1	H&TC RR CO	1613	WILBARGER
36	1	H&TC RR CO	1618	WILBARGER
22	6	H&TC RR CO	1619	WILBARGER
46	1	H&TC RR CO	1619	WILBARGER
44	4	H&TC RR CO	1621	WILBARGER
20	2	H&TC RR CO	1622	WILBARGER
14	18	H&TC RR CO	1623	WILBARGER
10	6	H&TC RR CO	1625	WILBARGER
46	2	H&TC RR CO	1626	WILBARGER
2	6	H&TC RR CO	1628	WILBARGER
14	18	H&TC RR CO	1632	WILBARGER
20	3	H&TC RR CO	1633	WILBARGER

2	5	H&TC RR CO	1635	WILBARGER
2	5	H&TC RR CO	1636	WILBARGER
22	6	H&TC RR CO	1640	WILBARGER
18	8	H&TC RR CO	1641	WILBARGER
62	2	H&TC RR CO	1643	WILBARGER
26	3	H&TC RR CO	1646	WILBARGER
26	2	H&TC RR CO	1647	WILBARGER
26	2	H&TC RR CO	1648	WILBARGER
22	3	H&TC RR CO	1650	WILBARGER
32	1	H&TC RR CO	1651	WILBARGER
32	1	H&TC RR CO	1651	WILBARGER
14	1	H&TC RR CO	1652	WILBARGER
2	6	H&TC RR CO	1653	WILBARGER
28	6	H&TC RR CO	1654	WILBARGER
102	14	H&TC RR CO	1659	WILBARGER
26	4	H&TC RR CO	1660	WILBARGER
24	6	H&TC RR CO	1661	WILBARGER
68	18	H&TC RR CO	1662	WILBARGER
10	18	H&TC RR CO	1663	WILBARGER
12	6	H&TC RR CO	1665	WILBARGER
44	3	H&TC RR CO	1666	WILBARGER
28		J. POITEVENT	1667	WILBARGER
108	14	H&TC RR CO	1668	WILBARGER
14		BS&F RR CO	1669	WILBARGER
60	1	H&TC RR CO	1671	WILBARGER
46	3	H&TC RR CO	1674	WILBARGER
38	3	H&TC RR CO	1675	WILBARGER
40	3	H&TC RR CO	1676	WILBARGER
40	3	H&TC RR CO	1676	WILBARGER
40	1	H&TC RR CO	1677	WILBARGER
10	3	H&TC RR CO	1679	WILBARGER
2	7	H&TC RR CO	1682	WILBARGER
64	1	H&TC RR CO	1683	WILBARGER
48	1	H&TC RR CO	1684	WILBARGER
48	1	H&TC RR CO	1684	WILBARGER
44	1	H&TC RR CO	1693	WILBARGER
4	4	H&TC RR CO	1695	WILBARGER
6	17	H&TC RR CO	1696	WILBARGER
58	2	H&TC RR CO	1700	WILBARGER
18	3	H&TC RR CO	1701	WILBARGER

36	6	H&TC RR CO	1704	WILBARGER
30	9	H&TC RR CO	1705	WILBARGER
16	2	H&TC RR CO	1706	WILBARGER
28	2	H&TC RR CO	1708	WILBARGER
28	2	H&TC RR CO	1709	WILBARGER
12	4	H&TC RR CO	1710	WILBARGER
4	17	H&TC RR CO	1718	WILBARGER
4	4	H&TC RR CO	1719	WILBARGER
2		CG&SF RR CO	1732	WILBARGER
102	14	H&TC RR CO	1737	WILBARGER
24	1	H&TC RR CO	1745	WILBARGER
26	1	H&TC RR CO	1746	WILBARGER
4	2	H&TC RR CO	1750	WILBARGER
38	1	H&TC RR CO	1751	WILBARGER
38	1	H&TC RR CO	1752	WILBARGER
26	3	H&TC RR CO	1757	WILBARGER
42	1	H&TC RR CO	1759	WILBARGER
54	1	H&TC RR CO	1761	WILBARGER
42	1	H&TC RR CO	1762	WILBARGER
46	2	H&TC RR CO	1763	WILBARGER
10	2	H&TC RR CO	1764	WILBARGER
14	1	H&TC RR CO	1769	WILBARGER
30	3	H&TC RR CO	1771	WILBARGER
34	1	H&TC RR CO	1776	WILBARGER
12	3	H&TC RR CO	1777	WILBARGER
16	3	H&TC RR CO	1778	WILBARGER
10	18	H&TC RR CO	1781	WILBARGER
2		CT&MC RR CO	1783	WILBARGER
2		CT&MC RR CO	1783	WILBARGER
48	18	H&TC RR CO	1784	WILBARGER
58	1	H&TC RR CO	1785	WILBARGER
26	1	H&TC RR CO	1786	WILBARGER
76	1	H&TC RR CO	1788	WILBARGER
4	1	H&TC RR CO	1789	WILBARGER
4	18	D&W RR CO	1789	WILBARGER
2		ROBERT YOUNG	1790	WILBARGER
32	3	H&TC RR CO	1791	WILBARGER
24	6	H&TC RR CO	1792	WILBARGER
22	4	H&TC RR CO	1793	WILBARGER
16	4	H&TC RR CO	1794	WILBARGER

56	1	H&TC RR CO	1795	WILBARGER
3	18	D&W RR CO	1797	WILBARGER
5		D&W RR CO	1798	WILBARGER
44	2	H&TC RR CO	1803	WILBARGER
24	18	H&TC RR CO	1811	WILBARGER
22	18	H&TC RR CO	1813	WILBARGER
30	4	H&TC RR CO	1816	WILBARGER
14	6	H&TC RR CO	1818	WILBARGER
106	14	H&TC RR CO	1826	WILBARGER
50	2	H&TC RR CO	1829	WILBARGER
2	18	D&W RR CO	1831	WILBARGER
4	2	H&TC RR CO	1832	WILBARGER
18		BS&F RR CO	1833	WILBARGER
24	6	H&TC RR CO	1836	WILBARGER
4	17	H&TC RR CO	1837	WILBARGER
12	1	H&TC RR CO	1846	WILBARGER
62	1	H&TC RR CO	1855	WILBARGER
68	2	H&TC RR CO	1857	WILBARGER
54	18	H&TC RR CO	1859	WILBARGER
32	4	H&TC RR CO	1860	WILBARGER
12	5	H&TC RR CO	1861	WILBARGER
2	5	H&TC RR CO	1868	WILBARGER
38	1	H&TC RR CO	1869	WILBARGER
4	2	H&TC RR CO	1876	WILBARGER
36	2	H&TC RR CO	1878	WILBARGER
42	3	H&TC RR CO	1879	WILBARGER
18	4	H&TC RR CO	1890	WILBARGER
12	18	H&TC RR CO	1892	WILBARGER
6	18	H&TC RR CO	1897	WILBARGER
28	4	H&TC RR CO	1899	WILBARGER
10		D&W RR CO	1900	WILBARGER
6	8	H&TC RR CO	1905	WILBARGER
8	17	H&TC RR CO	1908	WILBARGER
18		H&TC RR CO	1910	WILBARGER
6	8	H&TC RR CO	1915	WILBARGER
24	3	H&TC RR CO	1918	WILBARGER
46	3	H&TC RR CO	1919	WILBARGER
		W. CARSON	1924	WILBARGER
32	3	H&TC RR CO	1926	WILBARGER
1	18	D&W RR CO	1929	WILBARGER

28	1	H&TC RR CO	1930	WILBARGER
2	6	H&TC RR CO	1931	WILBARGER
4	5	H&TC RR CO	1940	WILBARGER
2	3	H&TC RR CO	1942	WILBARGER
18	3	H&TC RR CO	1947	WILBARGER
80	2	H&TC RR CO	1950	WILBARGER
24	4	H&TC RR CO	1953	WILBARGER
4	5	H&TC RR CO	1954	WILBARGER
2		MK&TE RR CO	1955	WILBARGER
6	17	H&TC RR CO	1957	WILBARGER
44	3	H&TC RR CO	1958	WILBARGER
12	6	H&TC RR CO	1963	WILBARGER
60	1	H&TC RR CO	1964	WILBARGER
52	2	H&TC RR CO	1965	WILBARGER
8	1	H&TC RR CO	1967	WILBARGER
18	18	H&TC RR CO	1969	WILBARGER
24	3	H&TC RR CO	1994	WILBARGER
28	18	H&TC RR CO	2003	WILBARGER
6	7	H&TC RR CO	2013	WILBARGER
6	9	H&TC RR CO	2051	WILBARGER
22	6	H&TC RR CO	2052	WILBARGER
22	2	H&TC RR CO	2068	WILBARGER
16	3	H&TC RR CO	2078	WILBARGER
22	3	H&TC RR CO	2079	WILBARGER
3A		OA LINDSEY	2081	WILBARGER
78	2	H&TC RR CO	2090	WILBARGER
12	5	H&TC RR CO	2091	WILBARGER
22	3	H&TC RR CO	2106	WILBARGER
70	1	H&TC RR CO	2109	WILBARGER
74		H&TC RR CO	2110	WILBARGER
69	2	H&TC RR CO	2111	WILBARGER
66	18	H&TC RR CO		WILBARGER
28	3	H&TC RR CO		WILBARGER
4		BROWNING & NEWTON		WILBARGER
17	6	H&TC RR CO		WILBARGER
31	6	H&TC RR CO		WILBARGER
9	6	H&TC RR CO	A-59	WILBARGER
8	4	H&TC RR CO	STATE	WILBARGER
	18	H&TC RR CO	STATE	WILBARGER

## EXHIBIT 2

### DESCRIPTION AND LOCATION OF LAND

The Land on which the Qualified Property that is subject to this Agreement shall be located and on which the Qualified Investment that is subject to this Agreement shall be made is described by the map attached to **Exhibit 1**, which is within the boundaries of the District.

### EXHIBIT 3

#### APPLICANT'S QUALIFIED INVESTMENT

Applicant's Qualified Investment that is subject to this Agreement shall be all tangible personal property first placed in service after June 1, 2020, owned by the Applicant, as more fully described in Tab 7 of the Application and **EXHIBIT 4** below, and located within the boundaries of the Vernon Independent School District and the reinvestment zone and project boundaries depicted on the map attached to **EXHIBIT 1**.

Western Trail Wind, LLC plans to construct a 252 MW wind farm consisting of 90 turbines in Wilbarger county within the boundaries of Vernon ISD and Harrold ISD

The applicant is requesting an appraised value limitation on all the qualified investment and the qualified property constructed or placed upon the real property within Vernon ISD. For purposes of this application, the Project anticipates using General Electric (GE) 2.8 MW turbines. The qualified investment in Vernon ISD is expected to include approximately fifty-four (54) GE 2.8 MW wind turbine generators, including 89m towers, nacelles, rotors with 127m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, met towers, and control systems as necessary for the commercial generation of electricity. While the turbine locations have not yet been finalized, they are expected to be sited in a series of rows running approximately east to west in the Southwestern part of Wilbarger county. The map in Tab 11 shows the preliminary turbine locations. The exact placement of these turbines, as well as the exact specifications, heights, and component parts, is subject to ongoing planning, soil and geotechnical studies, and engineering and will be determined before construction commences.

In addition to the wind turbines, the project will also include the following qualified investment in Vernon ISD:

- An Operations and Maintenance Building
- Substation
- Access roads to the turbines
- Underground electrical collection cables
- Permanent meteorological towers

Overhead transmission line connecting the project substation to the Point of Interconnection The approximate location of each of these improvements is shown on the map in Tab 11.

## EXHIBIT 4

### DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all Qualified Property within Vernon ISD and the reinvestment zone and project boundaries depicted on the map attached to this **EXHIBIT 4** necessary for the commercial operations of a 252 MW wind farm in Wilbarger County consisting of 90 turbines.

Western Trail Wind, LLC plans to construct a 252 MW wind farm consisting of 90 turbines in Wilbarger county within the boundaries of Vernon ISD and Harrold ISD

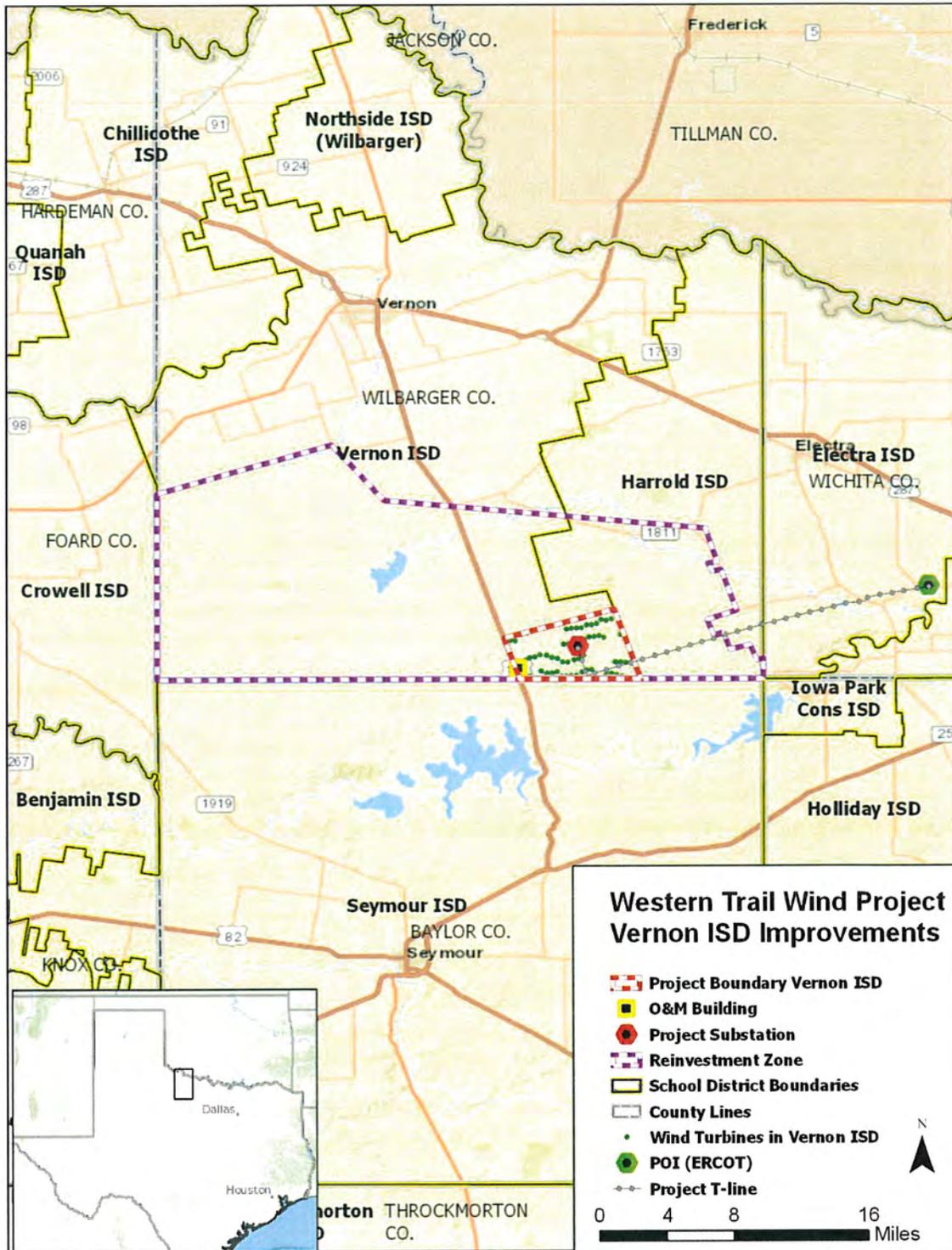
The applicant is requesting an appraised value limitation on all the qualified investment and the qualified property constructed or placed upon the real property within Vernon ISD. For purposes of this application, the Project anticipates using General Electric (GE) 2.8 MW turbines. The qualified investment in Vernon ISD is expected to include approximately fifty-four (54) GE 2.8 MW wind turbine generators, including 89m towers, nacelles, rotors with 127m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, met towers, and control systems as necessary for the commercial generation of electricity. While the turbine locations have not yet been finalized, they are expected to be sited in a series of rows running approximately east to west in the Southwestern part of Wilbarger county. The map in Tab 11 shows the preliminary turbine locations. The exact placement of these turbines, as well as the exact specifications, heights, and component parts, is subject to ongoing planning, soil and geotechnical studies, and engineering and will be determined before construction commences.

In addition to the wind turbines, the project will also include the following qualified investment in Vernon ISD:

- An Operations and Maintenance Building
- Substation
- Access roads to the turbines
- Underground electrical collection cables
- Permanent meteorological towers
- Overhead transmission line connecting the project substation to the Point of Interconnection

The approximate location of each of these improvements is shown on the map in Tab 11.

### Improvements in Vernon ISD:



Attachment H

Consultant Verification Letter



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

April 20, 2020

President and Members  
Board of Trustees  
Vernon Independent School District  
1713 Wilbarger Street  
Vernon, Texas 76384

*Re: Recommendations and Findings of the Firm Concerning the Application of Western Trail Wind, LLC (#1424) for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes*

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Vernon Independent School District, with respect to the pending Application of the Western Trail Wind, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. Based upon our review, we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate revenue protection provisions to protect the interests of the District over the course of the Agreement.

Because of the foregoing, it is our recommendation that the Board of Trustees approve the Application of Western Trail Wind, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Casey".

Daniel T. Casey  
Partner

[www.moakcasey.com](http://www.moakcasey.com)

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS & COUNSELORS AT LAW

808 WEST AVE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

KEVIN O'HANLON  
CERTIFIED, CIVIL APPELLATE  
CERTIFIED, CIVIL TRIAL

JUSTIN DEMERATH  
BENJAMIN CASTILLO

April 20, 2020

President and Members  
Board of Trustees  
Vernon Independent School District  
1713 Wilbarger Street  
Vernon, Texas 76384

*Re: Recommendations and Findings of the Firm Concerning Application of Western Trail Wind, LLC (#1424) for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes*

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Vernon Independent School District, with respect to the pending Application of Western Trail Wind, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement with Western Trail Wind, LLC. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.

5. The proposed Agreement contains adequate legal provisions to protect the interests of the District.

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of Western Trail Wind, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Hanlon", written in a cursive style.

Kevin O'Hanlon  
For the Firm

# Attachment I

## Agreement Review Letter



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

March 5, 2020

Jeff Byrd  
Superintendent  
Vernon Independent School District  
1713 Wilbarger Street  
Vernon, Texas 76384

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Vernon Independent School District and Western Trail Wind, LLC, Application 1424

Dear Superintendent Byrd:

This office has been provided with the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Vernon Independent School District and Western Trail Wind, LLC (Agreement). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

Based on our review, this office concludes that the Agreement complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact Ginger Flowers with our office. She can be reached by email at [ginger.flowers@cpa.texas.gov](mailto:ginger.flowers@cpa.texas.gov) or by phone at 1-800-531-5441, ext. 5-0552, or at 512-475-0552.

Sincerely,

Will Counihan  
Director  
Data Analysis & Transparency Division

cc: Dan Casey, Moak, Casey & Associates  
Philip Moore, Lincoln Clean Energy  
Charlie Smith, Lincoln Clean Energy  
David Sewell, Stahl, Davies, Sewell, Chavarria & Friend, LLP

## Attachment J

# Conflict Of Interest Disclosure

### **Conflicts of Interest Disclosure Procedure**

In its recent audits of Chapter 313 Agreements, The Texas State Auditor's Office has required documentation of inquiries concerning Board Member conflicts of interest at critical junctions in the Chapter 313 approval process. A local public official or a person related to a local public official in the first degree by either affinity or consanguinity has a substantial interest in a business entity or in real property, the local public official, before a vote or decision on any matter involving the business entity or the real property, is required to file an affidavit with an official Board record keeper stating the nature and extent of the interest and shall abstain from further participation in the matter if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.
3. A person has a substantial interest in a business entity if:  
The person owns at least:
  - a. Ten percent of the voting stock or shares of the business entity, or
  - b. Either ten percent or \$15,000 of the fair market value of the business entity; or
  - c. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.
4. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The Board may contract with a business entity in which a Trustee has a substantial interest if the Trustee follows the disclosure and abstention procedure set out above.

Does any Board Member have a conflict of interest as defined above?

If so, has the required Affidavit, set forth at District Policy BBFA (Exhibit) been filed?

Please have the answers to the foregoing 2 questions and a copy of this Procedure included in the minutes of this meeting.