

## AGENDA

Notice is hereby given of a meeting of the Board of Commissioners of Burkburnett to be held on **Monday, July 18, 2016 at 7:00 p.m.** at City Hall-Council Chambers, 501 Sheppard Road, Burkburnett, Texas for the purpose of considering the following agenda items. The Board of Commissioners may discuss and take action on any item on this agenda. The Board of Commissioners reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public may speak on items listed on the posted agenda. All persons desiring to address a specific agenda item must submit an "Appearance before the City Commissioners" form prior to the reading of the item to the City Clerk, Janelle Dolan. The Mayor will allow comments before each agenda item for which they have requested to be heard. Comments will be limited to three (3) minutes with a maximum two (2) minute extension following approval by a majority of the members of the Board of Commissioners.

**Item 1.** Mayor: Call meeting to order.

**Item 2.** Invocation-Phillip Kenedy, Pastor of New Hope Church of the Nazarene.

**Item 3.** Pledge of Allegiance.

**Item 4.** **CONSENT AGENDA:**

A. Approval of Minutes from June 20, 2016

**Item 5.** Mayor to close regular meeting and open "Public Hearing" for the following:

Receive public comment with regard to the First Amended Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number One, City of Burkburnett (the Zone) for the provision of increased public infrastructure costs and extending the life of the Zone by an additional ten (10) years. Persons may obtain a copy of the First Amended Project Plan and Reinvestment Zone Financing Plan from the City Clerk located at Burkburnett City Hall.

**Item 6.** Mayor to close "Public Hearing" and reopen regular meeting.

**Item 7.** Ordinance Number 900. An Ordinance approving the First Amendment to The Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number One, City of Burkburnett, Texas; authorizing the City Clerk to distribute such plans; and extending the duration of the Zone to December 31, 2035, Final Reading.

**Item 8.** Discuss and take any action necessary on interlocal agreement with the Wichita County Tax Assessor.

**Item 9.** Resolution Number 609. A Burkburnett Development Corporation economic incentive agreement with HomeWell Senior Care Inc., Final Reading.

**Item 10.** Discuss and take any action necessary on appointment to Cemetery Board.

**Item 11.** Discuss and take any action necessary on appointments to Zoning Board of Adjustment.

**Item 12.** Discuss and take any action necessary election of Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

**Item 13.** Review of monthly reports.

- A. Administration-TML Annual Conference- October 4-7, 2016
- B. Public Safety- Pat Hanlon Retirement
- C. Public Works- Presentation on water well leases and their performance.

**Item 14.** Public Comments.

The Board of Commissioners invites citizens to speak on any topic.

Please fill out an "Appearance Before City Commissioners" form in order to address the Commissioners and turn the form in prior to 7:00 p.m. to City Clerk, Janelle Dolan.

Public Comments are limited to five minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers.

**Unless the item is specifically noted on this agenda, the Board of Commissioners is required under the Texas Open Meetings Act to limit its response to one of the following:**

**\*Responding with a statement of specific factual information or reciting the City's existing policy on that issue.\***

**Item 15.** City Manager's report.

- Region 5 TML Dinner-July 21, 2016 in Iowa Park
- Budget Meetings-August 8-9, 2016 1pm

**Item 16.** Commissioner's Comments.

**Pursuant to Government Code Section 551.0415, City Commissioner Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:**

**\*Expressions of thanks, congratulations, or condolence;**

**\*Information regarding holiday schedules;**

**\*An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutary recognition for purposes of this subdivision;**

**\*A reminder about an upcoming event organized or sponsored by the governing body;**

**\*Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and**

**\*Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.**

**Item 17.** Adjournment.

I, Janelle Dolan, City Clerk for the City of Burkburnett, Texas do hereby certify that I posted this agenda on the glass front door of the City Hall, facing the outside at 1:00 p.m. on July 15, 2016 in compliance with the Open Meeting Act Chapter 551.



Janelle Dolan, City Clerk

Posted 7/15/16 @ 1:00 pm

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 72 hours prior to this meeting. Please contact the City Clerk's office at (940) 569-2263 for further information.

## ***MINUTES***

### ***BOARD OF COMMISSIONERS***

The Board of Commissioners of the City of Burkburnett, Texas met in a regular meeting on Monday, June 20, 2016 at 7:00 p.m. in the Council Chambers of the City Hall, 501 Sheppard Road, Burkburnett, Texas. The meeting was open to the public with notice being given in compliance with the Open Meetings Act. The following Commissioners were present:

Carl Law	Mayor
Bill Lindenborn	Mayor Pro Tem
Randy Brewster	Commissioner
Frank Ducos	Commissioner
Marguerite Love	Commissioner
Mike Tugman	Commissioner

Commissioners Brewster and Duff were not present.

Others present: Mike Whaley, City Manager; Trish Holley, Director of Administration; Gordon Smith, Director of Public Works; Janelle Dolan, City Clerk; Gary Robinett, Economic Development Director; Ed Stahr, Police Chief; Nicole Burns, Shahan, Guevara, Decker and Arrott, Attorneys at Law; Rick Sims, Bundy, Young, Sims & Potter, Inc.; and David Hawes, Hawes, Hill, Calderon, LLP.

Item 1. Mayor Law called the meeting to order and welcomed the visitors.

Item 2. Invocation was given by Reverend Khoi Tran, Pastor of St. Jude Catholic Church.

Item 3. The Pledge of Allegiance was led by Commissioner Lindenborn.

Item 4. Consent Agenda.

- A. Approval of Minutes from May 16, 2016 Special Called Meeting and May 16, 2016 Regular Called Meeting

Motion was made by Commissioner Love, seconded by Commissioner Ducos to approve Consent Agenda 4. Motion carried unanimously.

Item 5. Presentation by Wichita County Judge Woody Gossom on a County Wide Election Precinct Program.

The following addressed the Mayor and Commissioners:

James Skinner, 3262 FM 367 W., Iowa Park

Donna Long, 2019 Ardath Ave., Wichita Falls  
David Reed, 217 Beech, Burkburnett  
Bill McKee, 219 Laurel Ln., Burkburnett

Item 6. Mayor Law closed the regular meeting at 7:29 p.m. and opened the “Public Hearing” to receive public comment with regard to the First Amended Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number One, City of Burkburnett (the Zone) for the provision of increased public infrastructure costs and extending the life of the Zone by an additional ten (10) years.

Mike Whaley, City Manager, addressed the Mayor and Commissioners and stated the current Tax Increment Reinvestment Zone (TIF/TIRZ) is established until 2025. City staff has been working with David Hawes, Hawes, Hill, Calderon, LLP., a consultant to extend the life of the TIF/TIRZ for an additional ten (10) years to 2035. This would give the City additional time and ability to leverage funds (notes, bonds, obligations) in the TIF/TIRZ fund for current and future projects generated within the TIF/TIRZ. As a requirement, we are presenting an amended project and financing plan for review that will be submitted with the request to extend the zone until 2035. Currently, Wichita County participates in the TIF/TIRZ at a 100 percent. They have agreed to continue to participate at a 100 percent for the period of extension. They have already passed a Resolution agreeing to do so. This is called the Participation Plan which will be addressed under Agenda Item 8. Wichita County’s current participation is approximately \$55,000.00. The City’s current participation is approximately \$69,000.00. Our balance today is \$190,706.00. Both the City and County installments occur in July. Our balance should increase to approximately \$314,000.00 after the installment is received.

Mayor Law closed the “Public Hearing” at 7:31 p.m. and reopened the regular meeting.

Item 7. Ordinance Number 900 was presented in its entirety. Caption of same being:

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER ONE, CITY OF BURKBURNETT, TEXAS; AUTHORIZING THE CITY CLERK TO DISTRIBUTE SUCH PLANS; EXTENDING THE DURATION OF THE ZONE TO DECEMBER 31, 2035; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING FOR SEVERABILITY.

First reading, no action taken.

Item 8. Resolution Number 610 was presented in its entirety. A resolution with Wichita County for an amended Participation Agreement for the Tax Increment Reinvestment Zone.

Mr. Whaley addressed the Mayor and Commissioners and stated this is the resolution with Wichita County that he referred to previously in the public hearing. Wichita County has agreed to continue participating in the TIF/TIRZ at a 100 percent for the period of the extension.

The following addressed the Mayor and Commissioners:

David Hawes, Hawes, Hill, Calderon, LLP.

Motion was made by Commissioner Ducos, seconded by Commissioner Love to approve Resolution Number 610 as presented. Motion carried unanimously.

Item 9. Gordon Smith, Director of Public Works, addressed the Mayor and Commissioners and stated the Burkburnett Independent School District (BISD) 2016 Capital Improvement plan is to add a classroom addition to the east end of the main building and a locker room addition to the north side of the main gym. The construction plan also outlines eight (8) new tennis courts to be constructed north of the gym. City Staff has reviewed the site plan as well as preliminary construction details such as, storm drainage, easements, set back, utilities, parking, and landscaping. The developer has met the requirements as set forth by the zoning ordinance. The Planning and Zoning Board unanimously approved the site plan request.

The following addressed the Mayor and Commissioners:

Rick Sims, Bundy, Young, Sims & Potter, Inc.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Tugman to approve the site plan for the BISD High School Campus. Motion carried unanimously.

Item 10. Ordinance Number 899 was presented in its entirety. Caption of same being:

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING THE CITY OF BURKBURNETT CODE OF ORDINANCES BY AMENDING CHAPTER 72 STOPPING, STANDING, AND PARKING BY ADDING SECTION 72.09 PRESUMPTION THAT OWNER OF VEHICLE ILLEGALLY PARKED SAME; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

Ed Stahr, Police Chief, addressed the Mayor and Commissioners and stated upon request of the City Attorney's Office, the Burkburnett Police Department is seeking approval to revise Chapter 72 of the City of Burkburnett Code of Ordinances. This revision would allow the prosecuting attorney to hold the owner of the vehicle responsible for the illegal parking of a vehicle without proving who was operating the vehicle at the time of the violation. Chief Stahr introduced Nicole Burns, Shahan, Guevara, Decker and Arrott, Attorneys at Law, Prosecuting Attorney, whom addressed the Mayor and Commissioners and stated approving this ordinance would assist her in prosecuting residents who are

illegally parking their vehicles. Ms. Burns stated it would eliminate one of the steps in the prosecution process by allowing a presumption that the registered owner of the vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

Motion was made by Commissioner Love, seconded by Commissioner Ducos to approve Ordinance Number 899 with the typographical errors corrected. Motion carried unanimously.

Item 11. Mayor Law closed the regular meeting at 7:46 p.m. and opened the “Public Hearing” for the following Planning & Zoning Commission Cases:

- A. Review and make recommendation regarding the following text in Zoning Ordinance Number 589, Section 8.2.A-“There is created, in accordance with Chapter 211 of the Texas Local Government code, and established by Ordinance #589 of the City of Burkburnett, the “Planning and Zoning Commission” , hereafter sometimes referred as the “Commission”, which shall consist of five (5) regular members and two (2) alternate members, who are resident citizens, taxpayers and qualified voters of the City of Burkburnett. The alternate members shall act and serve as members of the Commission when a regular member(s) is absent or is otherwise unable to serve. Choice of the alternate member to serve at a particular meeting of the Planning and Zoning Commission shall be on an alternating basis such that both alternates have equal opportunities to serve; and
- B. Review and make recommendation regarding the following text in Zoning Ordinance Number 589, Section 8.3-A.1. Quorum – A quorum shall consist of four (4) members of the Commission, and any issue to be voted upon shall be resolved by four (4) of those members present.

Mr. Smith addressed the Mayor and Commissioners and stated as requested, City staff has prepared Ordinance Number 898 amending the existing Zoning Ordinance: **SECTION 8 PLANNING AND ZONING COMMISSION.** This ordinance effectively creates the addition of two alternate members to be added to the Planning and Zoning Commission. It also effectively changes the current requirement of a quorum from three members to four members. The publication requirement required by the zoning ordinance was met. On June 6, 2016 the Planning and Zoning Board met and staff presented the ordinance for review and discussion. The board discussed the ordinance and considered the overall evaluation of the request and stated adding the two alternate positions would be an opportunity to train future board members. Also stated that a required quorum of four (4) could possibly result in a split vote, if only four (4) members were in attendance. With additional discussion, the board stated the likelihood of the split vote happening with two additional alternate members would be slim and unique if it did occur.

A required public hearing was conducted at the meeting and no public was in attendance. The Planning and Zoning Board unanimously approved Ordinance Number 898.

Item 12. Mayor Law closed the “Public Hearing” at 7:49 p.m. and reopened the regular meeting to take action on the Planning & Zoning Commission Cases:

- A. Review and make recommendation regarding the following text in Zoning Ordinance Number 589, Section 8.2.A-“There is created, in accordance with Chapter 211 of the Texas Local Government code, and established by Ordinance #589 of the City of Burkburnett, the “Planning and Zoning Commission” , hereafter sometimes referred as the “Commission”, which shall consist of five (5) regular members and two (2) alternate members, who are resident citizens, taxpayers and qualified voters of the City of Burkburnett. The alternate members shall act and serve as members of the Commission when a regular member(s) is absent or is otherwise unable to serve. Choice of the alternate member to serve at a particular meeting of the Planning and Zoning Commission shall be on an alternating basis such that both alternates have equal opportunities to serve; and
- B. Review and make recommendation regarding the following text in Zoning Ordinance Number 589, Section 8.3-A.1. Quorum – A quorum shall consist of four (4) members of the Commission, and any issue to be voted upon shall be resolved by four (4) of those members present.

No action taken on this agenda item.

Item 13. Ordinance Number 898 was presented in its entirety. Caption of same being:

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AMENDING ZONING ORDINANCE NUMBER 589 BY AMENDING SECTION 8.2A. CREATED; MEMBERSHIP; OFFICERS; RULES & BYLAWS; AMENDING SECTION 8.3.A-1 PARLIAMENTARY PROCEDURE; QUORUM; VOTING; AMENDING SECTION 9.2B. MEMBERS; TERMS OF OFFICE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

Motion was made by Commissioner Love, seconded by Commissioner Ducos to approve Ordinance Number 898 as presented. Motion carried unanimously.

Item 14. Resolution Number 609 was presented in its entirety. A resolution authorizing a Burkburnett Development Corporation economic incentive agreement with HomeWell Senior Care Inc., First reading, no action was taken.

Item 15. Mr. Whaley addressed the Mayor and Commissioners and stated with the adoption of Ordinance Number 800, the City created a Board of Directors for the Park and Recreation Board. The Board consists of seven (7) members who are resident citizens. With the election of Commissioner Duff to the Board of Commissioners, it leaves a vacancy on the Park and Recreation Board. Kim Horn has completed an

application and has requested to serve on the Board. If appointed, Mrs. Horn will serve the remainder of Commissioner Duff's term which ends on February 17, 2018. The Park and Recreation Board members serve two (2) year staggered terms.

Motion was made by Commissioner Tugman, seconded by Commissioner Lindenborn to approve the appointment of Kim Horn to serve the remainder of Commissioner Duff's term on the Park and Recreation Board. Motion carried unanimously.

Item 16. Mr. Whaley addressed the Mayor and Commissioners and stated with the adoption of Ordinance Number 589, the City created a Board of Directors for the Planning and Zoning Commission. The Board consists of five (5) members who are resident citizens, taxpayers and qualified voters. Aaron King has resigned from the Planning & Zoning Board to serve on the TIF Board. That leaves a vacancy on the Planning and Zoning Board. Paul Gerstner has completed a volunteer application and requested to serve on the Planning & Zoning Board. Mr. Gerstner will serve out the remainder of Mr. King's term which ends on May 1, 2017. The Planning and Zoning Board members serve three (3) year staggered terms.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Love to approve the appointment of Paul Gerstner to serve the remainder of Aaron King's term on the Planning and Zoning Board.

Ayes: Mayor Law; Commissioners Lindenborn, Ducos, and Love

Abstained: Commissioner Tugman

Motion carried.

Item 17. Mr. Whaley addressed the Mayor and Commissioners and stated with the adoption of Ordinance Number 708, the City created a Board of Directors for the Tax Increment Financing Zone (TIF). The ordinance requires five (5) members, at least four (4) of which shall be appointed by the Board of Commissioners, one (1) member appointment by the Wichita County Commissioners. Mayor Carl Law is stepping down from the TIF Board and would like to appoint Aaron King fulfill the remainder of his term which ends December 31, 2016.

Motion was made by Commissioner Love, seconded by Commissioner Lindenborn to approve the appointment of Aaron King to serve the remainder of Mayor Law's term on the TIF Board.

Ayes: Mayor Law; Commissioners Lindenborn, Ducos, and Love

Abstained: Commissioner Tugman

Motion carried.

Item 18. Review of monthly reports.

- A. Public Works – Mr. Smith provided an update on construction at the Sheridan Medical Lodge.

Item 19. No public comments.

Item 20. City Manager comments.

- 4<sup>th</sup> of July Celebration – July 2<sup>nd</sup>
- City Hall Closed – Monday, July 4<sup>th</sup>
- Budget Meeting Dates – July 11<sup>th</sup> and July 12<sup>th</sup> – 1pm

Item 21. No Commissioner comments.

Item 22. Motion was made by Commissioner Tugman, seconded by Commissioner Lindenborn to adjourn. Motion carried unanimously.

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Carl Law, Mayor

**ATTEST:**

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Janelle Dolan, City Clerk



## City Commission Agenda Memo

**From:** Mike Whaley  
City Manager

**Date:** July 18<sup>th</sup>, 2016

**Item:** TIF/TIRZ Extension Hearing/Ordinance 900

### Background

Our current TIF/TIRZ is established until 2025. I have been working with a consultant to extend the life of the TIF/TIRZ for an additional ten (10) years to 2035. This would give the City additional time and ability to leverage funds in the TIF/TIRZ fund for current and future projects generated within the TIF/TIRZ. As a requirement, we are presenting an amended project and financing plan with for review that will be submitted with the request to extend the zone until 2035 to the State Comptroller along with the Wichita County Participation Plan which was approved at our last regularly scheduled meeting.

The TIF Board met, reviewed, and unanimously approved the **First Amended Project Plan and Reinvestment Zone Financing Plan** (Exhibit A Ordinance 900), and the **Participation Plan (Wichita County)** with a recommendation to the BOC for approval as well.

**FY 2017 Balance: \$291,104**

### Fiscal Impact

Annual City installments, currently \$55,429 (calculated from value of properties within the TIF/TIRZ)  
Annual deposit from Wichita County, currently \$44,969 (will increase as values increase)

### Options

Approve Ordinance 900  
Do not approve Ordinance 900

### Staff Recommendation

Staff Recommends approval of Ordinance 900

### Attachments

Ordinance 900  
First Amended Project Plan and Reinvestment Zone Financing Plan (Exhibit A Ordinance 900)

**ORDINANCE NUMBER 900**

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER ONE, CITY OF BURKBURNETT, TEXAS; AUTHORIZING THE CITY CLERK TO DISTRIBUTE SUCH PLANS; EXTENDING THE DURATION OF THE ZONE TO DECEMBER 31, 2035; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, by Ordinance 708, dated February 20, 2006, the Board of Commissioners of the City of Burkburnett (“City”) pursuant to the provisions of Chapter 311, Texas Tax Code, created Reinvestment Zone Number One, City of Burkburnett, Texas, (the “Zone”); and

**WHEREAS**, the Board of Directors of the Zone has adopted and recommended, and the City has approved, the Project Plan and Reinvestment Zone Financing Plan (the “Plan”) for the Zone; and

**WHEREAS**, Chapter 311 of the Texas Tax Code authorizes amendments to the Plan; and

**WHEREAS**, the Board of Directors of the Zone considered and adopted The First Amendment to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number One (the “Amendment”), and recommended the Amendment for approval by the Board of Commissioners; and

**WHEREAS**, after public notice thereof was given in accordance with the law, the Board of Commissioners conducted public hearings on June 20, 2016 and July 18, 2016 on the proposed Amendment, at which property owners and other interested persons were allowed to speak; and

**WHEREAS**, evidence was received and presented at the public hearing in favor of the proposed First Amendment; and

**WHEREAS**, by Ordinance 708, dated February 20, 2006, the termination date specified for the Zone was January 31, 2026, establishing a 20 year period for the Zone; and

**WHEREAS**, pursuant to the First Amendment, it will take longer to implement the public infrastructure improvement programs and revitalization projects in the Plan, and

**WHEREAS**, extending the duration of the Zone to 30 years will permit the Zone to complete the purposes for which it was established under current conditions and circumstances and to implement the First Amendment; and

**WHEREAS**, an amendment to the Plan to extend the Zone’s duration for an additional 10 years has been approved by the Zone’s Board of Directors and submitted to the City for review and approval; and

**WHEREAS**, pursuant to Section 311.007(c) of the Texas Tax Code, the Board of Commissioners may, by ordinance, extend a reinvestment zone's termination date to a date later than the date originally established for termination of the zone; and

**WHEREAS**, the Zone's Board of Directors has requested the Board of Commissioners to extend the termination date of the Zone for an additional 10 years; and

**WHEREAS**, the findings contained in the Creation Ordinance continue to apply to the Zone and all terms and conditions of the Creation Ordinance, except as modified herein, remain in full force and effect; and

**WHEREAS**, the City desires to approve the First Amendment, and to extend the Zone's duration to 2035 as described herein:

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS THAT:**

**Section 1.** The findings and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

**Section 2.** The Plan is hereby amended to reflect the Amendment shown as Exhibit A attached hereto. The Amendment is determined to be feasible and is approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the Amendment.

**Section 3.** The City Clerk is directed to provide copies of the Amendment to each taxing unit levying ad valorem taxes in the Zone.

**Section 4.** That, pursuant to Section 311.007(c) of the Texas Tax Code, the termination date of Reinvestment Zone Number One, City of Burkburnett, Texas is hereby extended to December 31, 2035. Except as provided in the preceding sentence of the Ordinance, the Creation Ordinance shall continue in full force.

**Section 5.** If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the Board of Commissioners in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionally, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 6.** The Board of Commissioners officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the Board of Commissioners was posted at a place convenient to the public at the City Hall for the

time required by law preceding this meeting, as required by the Open Meetings Law, TEX. GOV'T CODE ANN., Ch. 551; and that this meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof was discussed, considered and acted upon. The Board of Commissioners further ratifies, approves and confirms such written notice and the contents and posting thereof.

**PASSED, APPROVED AND ADOPTED** on first reading this 20th day of June, 2016.

**PASSED, APPROVED AND APPROVED** on second and final reading this 18th day of July, 2016.

**CITY OF BURKBURNETT, TEXAS**

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Carl Law, Mayor

ATTEST:

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Janelle Dolan, City Clerk

Exhibit A

{First Amendment to Plan}

**REINVESTMENT ZONE NUMBER ONE**

**CITY OF BURKBURNETT, TEXAS**

**TAX INCREMENT FINANCING – REINVESTMENT ZONE #1**

**FIRST AMENDED  
PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN**

**JUNE 17, 2016**

REINVESTMENT ZONE NUMBER ONE, CITY OF BURKBURNETT, TEXAS

Part B – First Amended Project Plan and Reinvestment Zone Financing Plan

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Exhibit 1 – Part B Plan Projected Property Tax Revenues (Tax Increment Funds Available)

Exhibit 2 – Boundary Description of Zone

Map 1 – Boundary Map

Map 2 – Existing Land Use/Property Classification

**REINVESTMENT ZONE NUMBER ONE, CITY OF BURKBURNETT, TEXAS  
First Amended Project Plan and Reinvestment Zone Financing Plan**

**Introduction**

The Reinvestment Zone Number One, City of Burkburnett, Texas (Zone), was created by the Board of Commissioners on February 20<sup>th</sup>, 2006 by Ordinance No.708. The City adopted the Project Plan and Reinvestment Zone Financing Plan for the Zone on February 20<sup>th</sup>, 2006 (“Part A Plan”).

**Section 1**

The Part A Plan:

The Part A Plan covers an estimated 1,050 acres along the I-44 corridor thru Burkburnett. The Zone provides an opportunity for increasing the tax base to generate funds for needed infrastructure and to further generate new development. The I-44 corridor thru Burkburnett is seen as an area with high development potential, but also is underserved by utilities. The area is in transition from vacant land to active commercial.

**Section Two:**

The Part B Plan

The Zone and the City propose the first amendment to the Project Plan and Reinvestment Zone Financing Plan for the Zone (“Part B Plan”). This first amendment proposes to extend the life of the zone by 10 years as development has not occurred at the anticipated rate but remains imminent, and to continue to provide the economic support needed to encourage development in this critical part of Burkburnett.

- A. **Summary of Redevelopment Efforts** – To date, the Zone has financed a sanitary sewer extension and lift station construction in the area, as well as electric and water main extensions for the skilled nursing facility that is currently under construction. Additional development that has occurred in the Zone since its inception includes an apartment complex.

**B. Redevelopment Plan Concepts and Goals**

The purpose of the Zone is to construct the necessary public infrastructure that will lead to new development in the area, offer a corresponding increase in the tax base, and create economic opportunity.

Reinvestment into the area through the Zone is intended to achieve the following goals:

**Goal 1 - Enhance public infrastructure, facilities and services throughout the Zone.**

Water, wastewater and storm water management services are critical to spur new investment in the Zone. The zone currently consists primarily of undeveloped land and is underserved by utilities.

**Goal 2 - Promote economic opportunity and private investment in the Zone.**

The opportunity to reach the full economic potential of the area is based partly on the ability to create economic infrastructure, minimize risk for investors and customers, build upon local assets and recognize or enhance market demand. The Zone will facilitate economic growth through capital improvements that make sites more attractive and projects feasible, land acquisition and assembly, and use of incentivized development agreements (including 380 economic development agreements).

**Goal 3: Improve and enhance corridors, mobility and connectivity throughout the Zone.**

Roadway corridors that provide the capacity necessary to safely move traffic, provide connectivity and access, and improve visual quality of the community are critical to development potential within the Zone.

**C. Authorized Projects and Project Costs**

The amended and restated project costs are detailed in Table 1, below. The dollar amounts for each category are approximate and may be amended from time to time by the Board of Directors of the Zone with approval of the Board of Commissioners.

Table 1: Reinvestment Zone No. 1 Project Costs

	Part A	Part B	Total Plan Costs
	2006 Plan Estimated Costs	2016 Estimated Costs	
Sanity Sewer (Phase 1)	\$166,600		\$166,600
Sanity Sewer (Phase 2)	\$107,800	\$350,000	\$457,800
Water Lines	\$140,400	\$470,000	\$610,400
Glendale Street Extension	\$274,200		\$274,200
Electric		\$50,000	\$50,000
Engineering & Contingencies	\$100,000		\$100,000
<b>Total Project Costs</b>	<b>\$789,000</b>	<b>\$870,000</b>	<b>\$1,659,000</b>

**D. Project Plan**

Existing and Proposed Uses of Land (Texas Tax Code § 311.011(b)(1)): Map 2 depicts existing land uses in the Zone, which consist primarily of undeveloped land with some commercial development. Proposed land uses shall include multi-family residential,

commercial retail, office, public and institutional, transportation, and undeveloped land uses.

Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes, and Other Municipal Ordinances (Texas Tax Code § 311.011(b)(2)): All construction will be performed in conformance with the City's existing rules and regulations. There are no proposed changes to any City ordinance, master plan, or building code.

Estimated Non-Project Costs (Texas Tax Code § 311.011(b)(3)): The project costs referenced in Table 1 are inclusive of project costs to be incurred by the Zone only. The costs that would otherwise be project costs but are derived from other parties, such as the Texas Department of Transportation or private sources, are non-project costs. Non project costs are currently estimated at \$132,000. Funding identified in Table 1 for corridor improvement projects will be leveraged to acquire additional non-project funding.

Method of Relocating Persons to be Displaced, if any, as a Result of Implementing the Plan (Texas Tax Code § 311.011(b)(4)): It is not anticipated that any residents will be displaced or relocated as a result of the Part B Plan.

#### **E. Reinvestment Zone Financing Plan**

Estimated Project Costs (Texas Tax Code § 311.011(c)(1)): Table 1 details proposed public improvements to be funded utilizing resources from the Zone. As set forth in the Part B Plan, the dollar amounts are approximate and may be amended from time to time by the Board of Directors of the Zone with approval of the Board of Commissioners. The financing costs are a function of project financing needs and will vary with market conditions from the estimates shown on Table 1. The project categories describe generally the kind of improvements contemplated by this Part B Plan.

Proposed Kind, Number, and Location of all Proposed Public Works or Public Improvements to be Financed in the Zone (Texas Tax Code § 311.011(c)(2)): These details are described throughout the Part B Plan, including but not limited to water, sewer, electric and roadway improvements.

Economic Feasibility (Texas Tax Code § 311.011(c)(3)): Feasibility of the Zone was determined in the original project plan and based on analysis of tax rates, review of existing and projected development within the Zone and identification of project costs. Exhibit 1 constitutes updated incremental revenue estimates for the Part B Plan. The incremental revenue estimates are projected to be sufficient to cover the costs of the proposed improvements in the Zone for the remainder of the Zone. The Zone and the City find and determine that the Part A and Part B Plans are economically feasible.

Estimated Amount of Bond Indebtedness; Estimated Time When Related Costs or Monetary Obligations Incurred (Texas Tax Code § 311.011(c)(4), § 311.011(c)(5)): Issuance of notes and bonds by the Zone will occur as tax increment revenues allow. The value and timing of the issuance of notes or bonds will correlate to debt capacity as derived from the attached revenue and project schedules, as well as actual market conditions for the issue and sale of such notes and bonds.

Methods and Sources of Financing Project Costs and Percentage of Increment from Taxing Units Anticipated to Contribute Tax Increment to the Zone (Texas Tax Code § 311.011(c)(6)): Methods and sources of financing include pay-as-you-go project financing, the issuance of notes and bonds, as well as collaboration with developers and other entities for grant funding and partnerships. Tax increment associated with this Part B Plan will consist of contributions from the City and County. This figure is calculated using a City contribution of \$0.693262/\$100 and a County contribution of \$0.553000/\$100 of assessed valuation.

Current Total Appraised Value of Taxable Real Property (Texas Tax Code § 311.011(c)(7)): As of 2015, the appraised value of taxable real property in the Zone is \$15,768,998.

Estimated Captured Appraised Value of Zone During Each Year of Existence (Texas Tax Code § 311.011(c)(8)): The estimated captured appraised value of the Zone during each remaining year of its existence is contained in Exhibit 1.

Zone Duration (Texas Tax Code § 311.011(c)(9)): The Zone was created by the City on February 20<sup>th</sup> 2006. The Zone will terminate on December 31, 2035.

**EXHIBIT 1**

**TAX INCREMENT REINVESTMENT ZONE, CITY OF BURKBURNETT**

**Projected Assessed Valuations**

**TAX INCREMENT REINVESTMENT ZONE, CITY OF BURKBURNETT**

**Projected Zone Revenues (City and County Participation at 100% until 2035)**

Tax Roll Jan 1	City Taxable Base Value (1)	City Taxable Value (2)	New Development Taxable Value (3)	Total City Taxable Value	City Captured Appraised Valuation
2016	\$ 6,786,931	\$15,768,998		\$15,768,998	\$ 8,982,067
2017	\$ 6,786,931	\$15,926,688	\$0	\$15,926,688	\$ 9,139,757
2018	\$ 6,786,931	\$16,085,955	\$707,000	\$16,792,955	\$ 10,006,024
2019	\$ 6,786,931	\$16,246,814	\$5,928,000	\$22,174,814	\$ 15,387,883
2020	\$ 6,786,931	\$16,409,283	\$6,733,000	\$23,142,283	\$ 16,355,352
2021	\$ 6,786,931	\$16,573,375	\$7,552,000	\$24,125,375	\$ 17,338,444
2022	\$ 6,786,931	\$16,739,109	\$8,385,000	\$25,124,109	\$ 18,337,178
2023	\$ 6,786,931	\$16,906,500	\$9,232,000	\$26,138,500	\$ 19,351,569
2024	\$ 6,786,931	\$17,075,565	\$10,093,000	\$27,168,565	\$ 20,381,634
2025	\$ 6,786,931	\$17,246,321	\$10,968,000	\$28,214,321	\$ 21,427,390
2026	\$ 6,786,931	\$17,418,784	\$11,857,000	\$29,275,784	\$ 22,488,853
2027	\$ 6,786,931	\$17,592,972	\$12,760,000	\$30,352,972	\$ 23,566,041
2028	\$ 6,786,931	\$17,768,902	\$12,900,000	\$30,668,902	\$ 23,881,971
2029	\$ 6,786,931	\$17,946,591	\$13,040,000	\$30,986,591	\$ 24,199,660
2030	\$ 6,786,931	\$18,126,057	\$13,180,000	\$31,306,057	\$ 24,519,126
2031	\$ 6,786,931	\$18,307,317	\$13,320,000	\$31,627,317	\$ 24,840,386
2032	\$ 6,786,931	\$18,490,390	\$13,460,000	\$31,950,390	\$ 25,163,459
2033	\$ 6,786,931	\$18,675,294	\$13,600,000	\$32,275,294	\$ 25,488,363
2034	\$ 6,786,931	\$18,862,047	\$13,740,000	\$32,602,047	\$ 25,815,116
2035	\$ 6,786,931	\$19,050,668	\$13,880,000	\$32,930,668	\$ 26,143,737

Tax Year	Coll. Year	Anticipated City Tax Rate (4)	City Tax Increment Revenues (5)	City Rate of Participation (percentage)	City Rate of Participation (amount)	Anticipated County Tax Rate (4)	County Tax Increment Revenues (5)	County Rate of Participation (percentage)	County Rate of Participation (amount)	Total TIRZ Revenues Available for Projects	Cumulative TIRZ Revenues Available for Projects	
1	2016	2017	0.693262	\$ 61,024	100%	\$ 61,024	0.55300	\$ 48,677	100%	\$ 48,677	\$ 109,701	\$ 109,701
2	2017	2018	0.693262	\$ 62,095	100%	\$ 62,095	0.55300	\$ 49,532	100%	\$ 49,532	\$ 111,627	\$ 221,328
3	2018	2019	0.693262	\$ 67,981	100%	\$ 67,981	0.55300	\$ 54,227	100%	\$ 54,227	\$ 122,207	\$ 343,536
4	2019	2020	0.693262	\$ 104,545	100%	\$ 104,545	0.55300	\$ 83,393	100%	\$ 83,393	\$ 187,938	\$ 531,474
5	2020	2021	0.693262	\$ 111,118	100%	\$ 111,118	0.55300	\$ 88,636	100%	\$ 88,636	\$ 199,754	\$ 731,228
6	2021	2022	0.693262	\$ 117,797	100%	\$ 117,797	0.55300	\$ 93,964	100%	\$ 93,964	\$ 211,761	\$ 942,988
7	2022	2023	0.693262	\$ 124,582	100%	\$ 124,582	0.55300	\$ 99,377	100%	\$ 99,377	\$ 223,959	\$ 1,166,947
8	2023	2024	0.693262	\$ 131,474	100%	\$ 131,474	0.55300	\$ 104,874	100%	\$ 104,874	\$ 236,348	\$ 1,403,295
9	2024	2025	0.693262	\$ 138,472	100%	\$ 138,472	0.55300	\$ 110,456	100%	\$ 110,456	\$ 248,928	\$ 1,652,223
10	2025	2026	0.693262	\$ 145,577	100%	\$ 145,577	0.55300	\$ 116,124	100%	\$ 116,124	\$ 261,701	\$ 1,913,924
11	2026	2027	0.693262	\$ 152,789	100%	\$ 152,789	0.55300	\$ 121,876	100%	\$ 121,876	\$ 274,665	\$ 2,188,588
12	2027	2028	0.693262	\$ 160,107	100%	\$ 160,107	0.55300	\$ 127,714	100%	\$ 127,714	\$ 287,821	\$ 2,476,409
13	2028	2029	0.693262	\$ 162,253	100%	\$ 162,253	0.55300	\$ 129,426	100%	\$ 129,426	\$ 291,679	\$ 2,768,088
14	2029	2030	0.693262	\$ 164,412	100%	\$ 164,412	0.55300	\$ 131,148	100%	\$ 131,148	\$ 295,559	\$ 3,063,648
15	2030	2031	0.693262	\$ 166,582	100%	\$ 166,582	0.55300	\$ 132,879	100%	\$ 132,879	\$ 299,461	\$ 3,363,109
16	2031	2032	0.693262	\$ 168,765	100%	\$ 168,765	0.55300	\$ 134,620	100%	\$ 134,620	\$ 303,385	\$ 3,666,494
17	2032	2033	0.693262	\$ 170,960	100%	\$ 170,960	0.55300	\$ 136,371	100%	\$ 136,371	\$ 307,331	\$ 3,973,824
18	2033	2034	0.693262	\$ 173,167	100%	\$ 173,167	0.55300	\$ 138,132	100%	\$ 138,132	\$ 311,299	\$ 4,285,123
19	2034	2035	0.693262	\$ 175,387	100%	\$ 175,387	0.55300	\$ 139,902	100%	\$ 139,902	\$ 315,290	\$ 4,600,413
20	2035	2036	0.693262	\$ 177,620	100%	\$ 177,620	0.55300	\$ 141,683	100%	\$ 141,683	\$ 319,303	\$ 4,919,716
				<b>\$ 2,736,705</b>		<b>\$ 2,736,705</b>		<b>\$ 2,183,010</b>		<b>\$ 2,183,010</b>	<b>\$ 4,919,716</b>	

(1) Base Value as of 2006

(2) Includes 1.0% annual appreciation

(3) Includes \$7 million for nursing facility, adjusted to reflect the 10 year sliding scale tax abatement agreement with the TIRZ and \$4.5 million for the car dealership in 2019

(4) City/County Tax Rate for 2015

(5) 98% Collection

**Boundary Description  
Burkburnett TIF Zone  
City of Burkburnett, Wichita County**

1  
2  
3  
4  
5 Zone is +/- 1,047 acres in size and centered on the intersection of Sheppard Road (State Hwy 240) and  
6 Interstate Hwy 44 (Red River Expressway) and generally extending from City of Burkburnett Corporate  
7 (Corp.) Limits near Wildhorse Creek on the north to Daniels Rd. on the south with point of beginning  
8 being north right-of-way (ROW) of Sycamore Dr. and east ROW of Patricia Dr.;

9 Then east along north ROW of Sycamore Dr. and south boundary of 2.45 ac. parcel (LOTS 1 THRU 8 BLK 1  
10 FREEWAY VALLEY AND BUSINESS PERSONAL PROPERTY) to a point north of northeast corner of 3.29 ac.  
11 parcel (3.29 ACRES ABST 322 WINTERS);

12 Then south across ROW of Sycamore Dr. and along east boundary of said 3.29 ac. parcel, and 0.5651 ac.  
13 parcel (0.57 ACRES ABST. 322 C WINTERS SURVEY) to southeast corner of said 0.57 ac. parcel and north  
14 ROW of State Hwy 240;

15 Then southeast along north ROW of State Hwy 240 to east ROW of Bishop Rd;

16 Then south along east ROW of Bishop Rd to a point east of northeast corner of 0.2231 ac. parcel (LOT 1  
17 BLK 1 HIGHLAND);

18 Then west across ROW of Bishop Rd and along north boundary of said 0.2231 ac. parcel to northwest  
19 corner of said parcel and east boundary of 0.3083 ac. parcel (LOT 2 BLK 1 HIGHLAND & .14 AC AB-322  
20 WINTERS);

21 Then north along east boundary of 0.3083 ac. parcel (LOT 2 BLK 1 HIGHLAND & .14 AC AB-322 WINTERS)  
22 to northeast corner of said 0.3083 ac. parcel;

23 Then west along north boundary of said 0.3083 ac. parcel, and 0.272 ac. parcel (LOT 3 BLK 1 HIGHLAND  
24 & .08 AC AB-322 WINTERS), 0.272 ac. parcel (LOT 4 BLK 1 HIGHLAND & .10 AC AB-322 WINTERS) to  
25 northwest corner of said 0.272 ac. parcel;

26 Then south along west boundary of 0.272 ac. parcel to northeast corner of 0.186 ac. parcel (LOT 5 BLK 1  
27 HIGHLAND);

28 Then west along north boundary of said 0.186 ac. parcel, and LOTS 6-18 BLK 1 of HIGHLAND Subdivision  
29 to northwest corner of 0.2132 ac. parcel (LOT 18 BLK 1 HIGHLAND) and east ROW of northbound service  
30 road of Interstate Hwy 44 N;

31 Then south along east ROW of northbound service road of Interstate Hwy 44 N to southwest corner of  
32 0.33 ac. parcel (LOT 15 BLK 6 ASHTON 4) and north ROW of Victoria Dr.;

33 Then southeast across ROW of Victoria Dr. to northwest corner of 0.2439 ac. parcel (LOT 1 BLK 8  
34 ASHTON 4);

35 Then south along west boundary of said 0.2439 ac. parcel to northwest corner of 3.2680 ac. parcel (LOT  
36 2 BLK 1 BURKE NH ADDN OUT OF ABST 322);

37 Then east along north boundary of said 3.2680 ac. parcel to northeast corner of said parcel;

38 Then south along east boundary of said 3.2680 ac. parcel, and 5.6260 ac. parcel (LOT 1 BLK 1 BURKE NH  
39 ADDN OUT OF ABST 322) to south ROW of Merian Dr. and north boundary of 0.182 ac. parcel (LOT 10  
40 BLK 9 ASHTON 6);

41 Then west along north boundary of said 0.182 ac. parcel to east boundary of 30.193 ac. parcel (30.193  
42 AC ABST 322 C WINTERS and northwest corner of said parcel;

43 Then south along west boundary of said 0.182 ac. parcel to southwest corner of said parcel;

44 Then east along south boundary of said 0.182 ac. parcel to southeast corner of said parcel and east  
45 boundary of said 30.193 ac. parcel;

46 Then south along east boundary of said 30.193 ac. parcel to north boundary of +/- 11.1621 ac. parcel  
47 (20.55 AC ABST. 322 WINTERS);

48 Then east along north boundary of said +/- 11.1621 ac. parcel, and +/- 9.394 ac. parcel (20.55 AC ABST.  
49 322 WINTERS) to west ROW of Bishop Rd.;

50 Then south along west ROW of Bishop Rd. to centerline ROW of Daniels Rd.;

51 Then west along centerline ROW of Daniels Rd./Cropper Rd. to east easement of Union Pacific Railway;

52 Then generally north along east easement of Union Pacific Railway to a point east of southeast corner of  
53 281.2 ac. parcel (281.20 ACRES ABST. 322 WINTERS);

54 Then west across rail easement of Union Pacific Railway and onward along boundary line of said 281.2  
55 ac. parcel to northwest corner of said 281.2 ac. parcel and southwest corner of 1.97 ac. parcel (1.974  
56 ACS ABST 322 C WINTERS);

57 Then east along north boundary of said 281.2 ac. parcel, and south boundary of said 1.97 ac. parcel and  
58 5.44 ac. parcel (5.444 ACS ABST 322 C WINTERS) to southeast corner of said 5.444 ac. parcel;

59 Then north by west along east boundary of said 5.444 ac. parcel, 18.64 ac. parcel (18.643 ACS ABST 322  
60 C WINTERS), and 12.99 ac. parcel (LOT 7 BLK 1 ROLLING HILLS SUBD A-322) to northeast corner of said  
61 12.99 ac. parcel and south boundary of 10.851 ac. parcel (10.851 ACRES ABST. 322 WINTERS);

62 Then west along south boundary of said 10.851 ac. parcel to southwest corner of said parcel;

63 Then north along west boundary of said 10.851 ac. parcel to northwest corner of said parcel;

64 Then east by south along north boundary of said 10.851 ac. parcel to northeast corner of said parcel and  
65 west ROW of S. Berry St.;

66 Then south along east boundary of said 10.851 ac. parcel and west ROW of S. Berry St. to northwest  
67 corner of 1.85 ac. parcel (1.85 ACRES ABST. 322 WINTERS);

68 Then east across ROW of S. Berry St. and along north boundary of said 1.85 ac. parcel to west boundary  
69 of 0.2583 ac. parcel (0.258 ACRES ABST. 322 WINTERS);

70 Then south along west boundary of said 0.2583 ac. parcel to southwest corner of said parcel;

71 Then east along south boundary of said 0.2583 ac. parcel to southeast corner of said parcel;

72 Then north along east boundary of said 0.2583 ac. parcel, and 0.2583 ac. parcel (0.258 ACRES ABST. 322  
73 WINTERS), intersecting 7.816 ac. parcel (7.816 ACRES ABST. 322 WINTERS) to south boundary of 1.7909  
74 ac. parcel (1.709 and 0.720 ACRES ABST. 322 C WINTERS);

75 Then east along south boundary of said 1.7909 ac. parcel to southeast corner of said parcel;

76 Then north along east boundary of said 1.7909 ac. parcel, and 0.4063 ac. parcel (75 X 236' ABST. 322 C  
77 WINTERS), and 1.414 ac. parcel (1.414 ACRES ABST. 322 C WINTERS) to northeast corner of said 1.414  
78 ac. parcel and south ROW of Dana Dr.;

79 Then west along north boundary of said 1.414 ac. parcel and south ROW of Dana Dr. to a point due  
80 south of southwest corner of 0.77 ac. parcel (0.768 ACS ABST 322 WINTERS);

81 Then north across ROW of Dana Dr. and along west boundary of said 0.77 ac. parcel to northwest corner  
82 of said parcel and southwest corner of 1.6701 ac. parcel (LOT 2 LARRY HARRELL ADD ABST. 322 C  
83 WINTERS);

84 Then east along south boundary of said 1.6701 ac. parcel to southeast corner of said parcel;

85 Then north along east boundary of said 1.6701 ac. parcel, and west boundary of 0.1722 ac. parcel  
86 (50X150' 0.17 ACRES 322 WINTERS) to northwest corner of said 0.1722 ac. parcel and south ROW of  
87 Sycamore Dr.;

88 Then east along south ROW of Sycamore Dr. to a point due south of southwest corner of 0.5618 ac.  
89 parcel (0.562 AC RRVL BLK 8);

90 Then north across ROW of Sycamore Dr., and along west boundary of said 0.5618 ac. parcel to  
91 northwest corner of said 0.5618 ac. parcel and south ROW of Sheppard Road/State Loop 267/State Hwy  
92 240 South service road;

93 Then north across ROW of Sheppard Road/State Loop 267/State Hwy 240 South service Road, and S.  
94 Oklahoma Cut Off/State Hwy 240 North service road to west boundary of 0.5311 ac. parcel (0.6 AC RRVL  
95 BLK 8);

96 Then north northwest along west boundary of said 0.5311 ac. parcel, and 0.985 ac. parcel (0.985 AC  
97 RRVL BLK 8), and 4.4068 ac. parcel (4.41 AC RRVL BLK 8) to northwest corner of said 4.4068 ac. parcel;

98 Then east along north boundary of said 4.4068 ac. parcel to southwest corner of 0.76 ac. parcel (0.86  
99 ACS BLK 8 RRVL);

100 Then north northwest along west boundary of said 4.4068 ac. parcel, and 2.06 ac. parcel (2.06 AC RRVL  
101 BLK 8), and 0.286 ac. parcel (LOT 1 BLK 7 BOWLES) to northwest corner of said 0.286 ac. parcel and  
102 south ROW of Grace St.;

103 Then east along south ROW of Grace St. to a point due south of southwest corner of 0.573 ac. parcel  
104 (LOTS 1 & 2 BLK 2 BOWLES);

105 Then north across ROW of Grace St. and along east ROW of Mockingbird Ln. and west boundary of said  
106 0.573 ac. parcel, and LOTS 3 THRU 21 BLK 2 BOWLES to northwest corner of 1.0354 ac. parcel (LOTS 18-  
107 19-20-21 BLK 2 BOWLES) and south ROW of Brenda Ln.;

108 Then east along south ROW of Brenda Ln. to a point south of southwest corner of 0.8641 ac. parcel (LOT  
109 3-A BLK 1 BOWLES);

110 Then north across ROW of Brenda Ln., and along east boundary of said 0.8641 ac. parcel to northeast  
111 corner of said 0.8641 ac. parcel and southeast corner of 3.407 ac. parcel (LOT 4 STREICH);

112 Then west along south boundary of said 3.407 ac. parcel to southwest corner and east ROW of State  
113 Hwy 240 North;

114 Then north and northeast along east ROW of State Hwy 240 North to northeast corner of 2.2 ac. parcel  
115 (2.197 AC BLK 101 RRVL AND BUSINESS PERSONAL PROPERTY);

116 Then generally east northeast and east by north along south ROW of State Hwy 240 North/E. 3<sup>rd</sup> St./S.  
117 Oklahoma Cut off to a point south by east of southwest corner of 2 ac. parcel (2 AC RRVL BLK 102);

118 Then north by west across ROW of State Loop 267/E. 3<sup>rd</sup> St./S. Oklahoma Cut off and along west  
119 boundary of said 2 ac. parcel to northwest corner of said parcel and City of Burkburnett Corp. Limits;

120 Then east by north, and northeast along north boundary of said 2 ac. parcel and City of Burkburnett  
121 Corp. Limits to City of Burkburnett Corp. Limits at Wildhorse Creek;

122 Then southeast along City of Burkburnett Corp. Limits across ROW of Interstate Hwy 44/US Hwy 277 and  
123 onward southwest along City of Burkburnett Corp. Limits to east boundary of 198.89 ac. parcel (198.89  
124 ACS BLK 101 RRVL);

125 Then south along City of Burkburnett Corp. Limits and east boundary of said 198.89 ac. parcel, and 41.76  
126 ac. parcel (41.76 AC RRVL BLK 106), intersecting 197.581 ac. parcel (197.581 AC BLKS 6 & 7 RED RIVER  
127 VALLEY LANDS S/D) to northwest corner of 171.89 ac. parcel (171.89 AC BLK 7 RED RIVER VALLEY  
128 LANDS);

129 Then south along City of Burkburnett Corp. Limits and west boundary of said 171.89 ac. parcel, and east  
130 boundary of 11.363 ac. parcel (11.363 ACS BLK 8 RED RIVER VALLEY LANDS) to southeast corner of said  
131 11.363 ac. parcel;

132 Then west along south boundary of said 11.363 ac. parcel, and north boundary of 4.9966 ac. parcel (5AC  
133 RRVL BLK 8) to northwest corner of said 4.9966 ac. parcel;

134 Then south along west boundary of said 4.9966 ac. parcel to northeast corner of 0.73 ac. parcel (0.73 AC  
135 RRVL BLK 8);

136 Then west along north boundary of said 0.73 ac. parcel to northwest corner of said parcel;

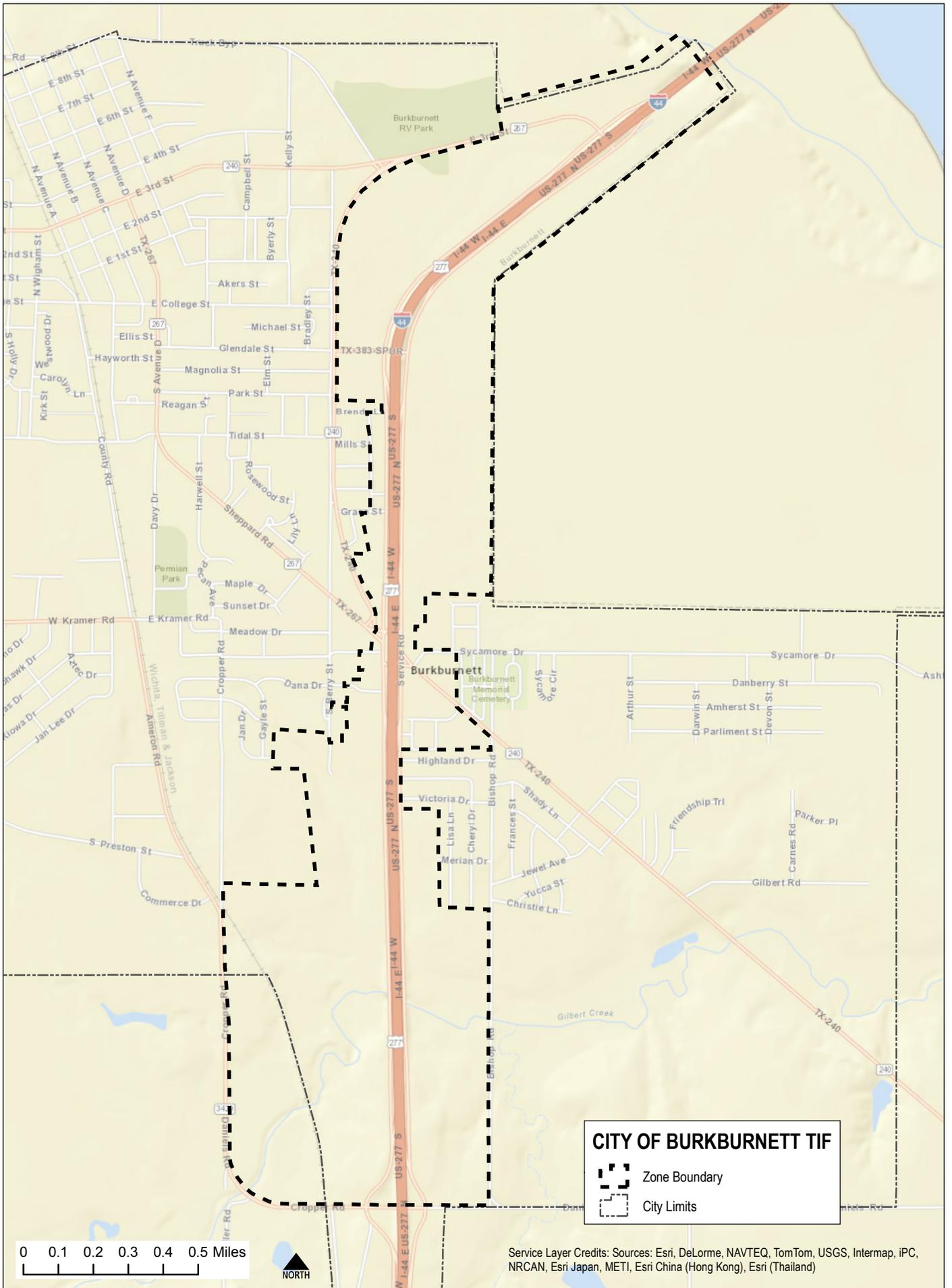
137 Then south along west boundary of said 0.73 ac. parcel to southwest corner of said parcel and north  
138 boundary of 0.37 ac. parcel (0.37 AC (100X160') RRVL BLK 8);

139 Then west along north boundary of said 0.37 ac. parcel to northwest corner of said parcel;

140 Then south along west boundary of said 0.37 ac. parcel to southwest corner of said parcel;

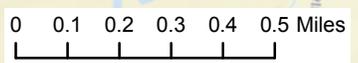
141 Then east along south boundary of said 0.37 ac. parcel to northwest corner of 0.1722 ac. parcel (0.17 AC  
142 RRVL BLK 8);

- 143 Then south along west boundary of said 0.1722 ac. parcel to southwest corner of said parcel;
- 144 Then east along south boundary of said 0.1722 ac. parcel, and 4.9966 ac. parcel (5AC RRVL BLK 8), and
- 145 north ROW of Sycamore Dr. to east ROW of Patricia Dr. and point of beginning of +/- 1,047 ac. tract;

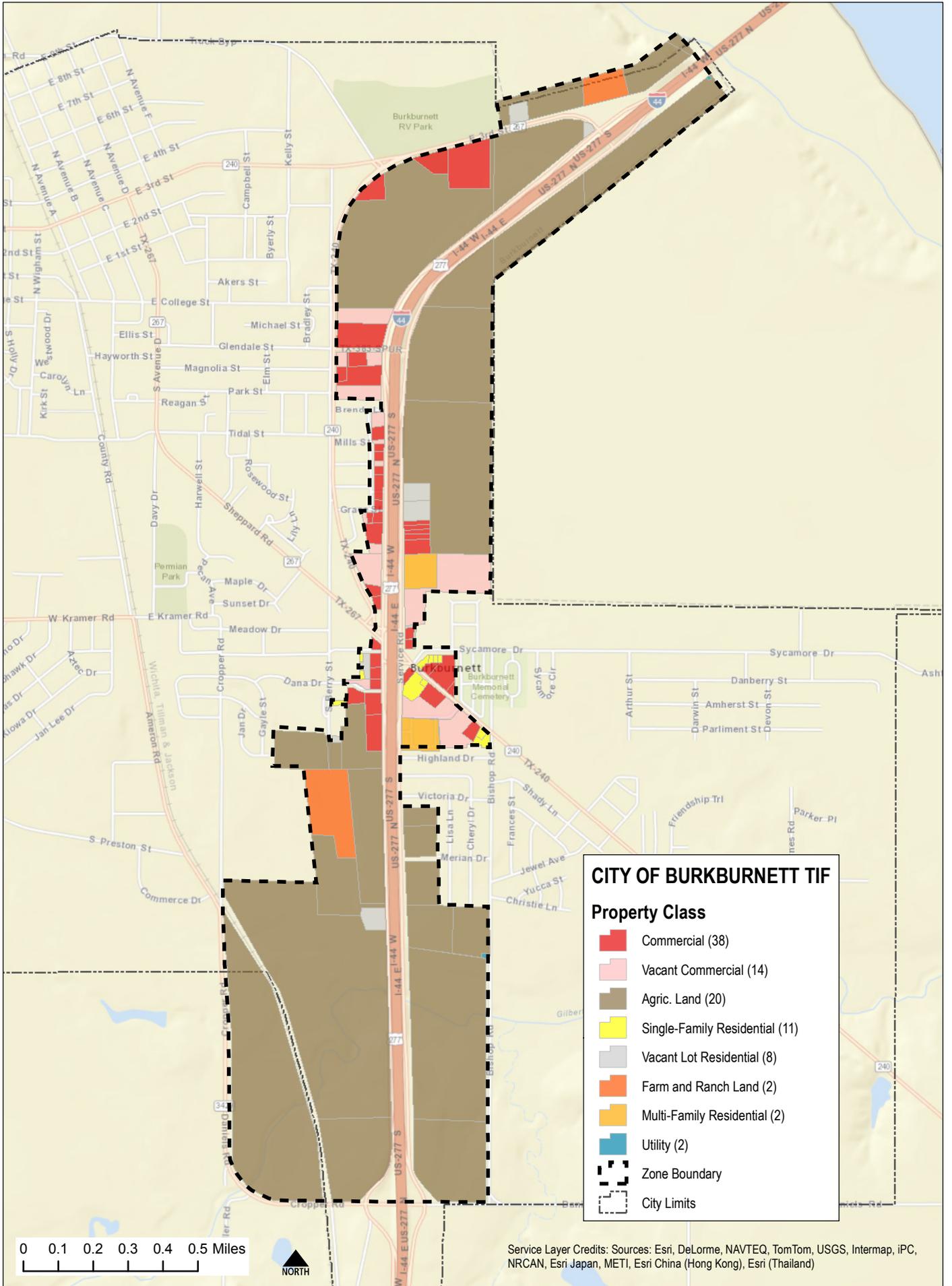


**CITY OF BURKBURNETT TIF**

- Zone Boundary
- City Limits



Service Layer Credits: Sources: Esri, DeLorme, NAVTEQ, TomTom, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand)





## City Commission Agenda Memo

**From:** Mike Whaley  
City Manager

**Date:** July 18th, 2016

**Item:** Interlocal Cooperation Agreement for the Collection of Ad Valorem Taxes

### Background

A request was sent to the City of Burkburnett to enter into a new Interlocal Agreement with Wichita County for the purpose to assess and collect current and delinquent taxes for the City of Burkburnett. The current agreement has been in place since 2004. In the proposed agreement, Wichita County is addressing the fee that has been in place since the 2004 agreement which reads, "taxing unit shall pay \$1.00 per taxable account per year." The new agreement reads, "taxing unit shall pay an amount determined by the calculation of the previous year of operational costs by the Wichita Appraisal District from the appraisal roll submitted to the taxing entities for the current year of collection." Currently, as reflected in their summary, the cost would be \$2.85 per parcel which totals \$17,060.10.

Prior to the 2004 agreement, the City employed an individual that collected the taxes. Even with the adjusted costs from Wichita County, it is still more cost effective for the City to continue to partner with Wichita County than to hire an individual, pay salary and benefits and associated cost with running a tax collection department.

### Fiscal Impact

\$17,060.10

### Options

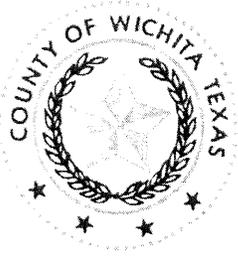
Approve  
Deny/Hire additional staff to collect taxes

### Staff Recommendation

Approval of Proposed Interlocal Cooperation Agreement for the Collection of Ad Valorem Taxes

### Attachments

Proposed Interlocal Cooperation Agreement for the Collection of Ad Valorem Taxes  
Cover letter/bill summary  
2004 Interlocal Cooperation Agreement for the Collection of Ad Valorem Taxes



**TOMMY SMYTH**  
ASSESSOR AND COLLECTOR OF TAXES  
TOMMY.SMYTH@CO.WICHITA.TX.US

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Mr. Carl Law  
Mayor  
City of Burkburnett  
501 Sheppard Road  
Burkburnett, Texas 76354

Dear Mr. Law:

The City of Burkburnett executed an interlocal agreement with Wichita County concerning the collection of ad valorem taxes. Under this agreement, Wichita County is obligated to assess and collect current and delinquent taxes for the City of Burkburnett. This agreement has been in effect since August 1, 2004 and has never been modified.

Wichita County wishes to amend the terms of the interlocal agreement and has prepared a final draft of that agreement for your review. However, pursuant to the current agreement, we must send this letter as notice that Wichita County will not renew the current interlocal agreement with the City of Burkburnett for the collection of ad valorem taxes upon its expiration. A copy of the original agreement is enclosed for your convenience as well as the final draft of the agreement the county is entering into with all the taxing entities we currently provide collection services for.

Also enclosed, is a final draft of the proposed costs associated with the collection of ad valorem taxes for the City of Burkburnett under the new agreement. Please respond as to your intent of acceptance before September 1, 2016. If you have any questions regarding the above matter, please contact my office.

Sincerely,

Tommy Smyth  
Assessor and Collector of Taxes  
Wichita County





TOMMY SMYTH  
ASSESSOR AND COLLECTOR OF TAXES  
WICHITA COUNTY

**BILL SUMMARY FOR TAX COLLECTION YEAR 2016  
FOR THE CITY OF BURKBURNETT**

Total Taxable Parcels Collected for City of Burkburnett 5,986 @ \$2.85 Per Tax Parcel

Total Tax Collection Fees Due from City of Burkburnett for Tax Year 2016: \$17,060.10

Payment Plan: November 10, 2016 - \$4,265.03

December 10, 2016 - \$4,265.03

January 10, 2017 - \$4,265.02

February 10, 2017 - \$4,265.02

Total Taxable Parcels in Wichita County: 80,417

Cumulative Taxable Parcel Count: 199,100

Total 2015 Tax Levy for the City of Burkburnett. : \$3,037,880.70

Cumulative Tax Levy for All Tax Entities: \$124,290,651.80

Total 2015 Tax Value for the City of Burkburnett. : \$438,200,954.00

Cumulative Tax Value for All Tax Entities: \$16,170,279,705.00

\*\*All billing computations are based upon previous tax year (2015) records



**Sixth and Scott POB 1471 Wichita Falls, Texas 76307-1471 (940)766-8200**

STATE OF TEXAS

COUNTY OF WICHITA

INTERLOCAL COOPERATION AGREEMENT FOR  
THE COLLECTION OF AD VALOREM TAXES

SECTION 1: PARTIES

The Parties to this agreement are the County of Wichita, referred to below as the "County" and the City of Burkburnett, referred to below as the "Taxing Unit."

SECTION 2: RECITALS

The purpose of this agreement is to improve the efficiency and effectiveness of the parties' respective local governments by authorizing the fullest possible range of intergovernmental contracting authority at the local level for all of the administrative functions of assessment and collection of current and delinquent taxes. To this end the parties make this agreement under the provisions of Sections 6.23, 6.24, and 6.30 of the Texas Property Tax Code (referred to below as the "Tax Code") and the Interlocal Cooperation Act, TEX. GOV'T CODE ANN., Chapter 791.

If the Wichita County Education District (referred to below as "CED") has an agreement with Taxing Unit to assess and collect CED taxes on property within Taxing Unit's jurisdiction. It is the intent of Taxing Unit and the County that this agreement covers such CED taxes. Whenever this agreement, refers to Taxing Unit's taxes or a service to be performed for Taxing Unit's jurisdiction, it shall include the CED taxes on property in Taxing Unit's jurisdiction unless specifically stated otherwise.

SECTION 3: TERM

The effective date of this agreement shall be September 1, 2016. The initial term of this agreement shall be from the effective date through August 31, 2019. After the initial term this agreement shall be automatically renewed for periods of thirty-six (36) months from the termination date unless written notice of the intent to not renew this agreement is given by either party to the other at least 360 days in advance of the termination date.

SECTION 4: TAX COLLECTOR

4.01 Designation. The County, through its Tax Assessor-Collector shall serve as Tax Assessor-Collector for Taxing Unit only for those parcels of property that fall within both the County and Taxing Unit's jurisdiction.

4.02 Bond. The County shall maintain fiduciary bonds for its Tax Assessor-Collector and the employees of the Wichita County Tax Office handling taxes collected for Taxing Unit in compliance with Section 6.28 of the Tax Code.

4.03 Services. The County, through its Tax Assessor-Collector, shall perform all duties necessary for the assessment and collection of ad valorem taxes levied by the Taxing Unit. The services provided by the County Tax Assessor-Collector shall include, but are not limited to, the following:

- Receive the certified appraisal roll and list of properties under protest from the Wichita Appraisal District
- Determine and submit to the Taxing Unit the appraised, assessed and taxable value of new property based upon appraised values received from the certified appraisal roll submitted to the County by the Wichita Appraisal District
- Submit to Taxing Unit the Taxing Unit's Appraisal roll showing the total appraised, assessed and taxable value of property taxable by the Taxing Unit

- Calculate the tax imposed on each property on the appraisal roll for the Taxing Unit upon receipt of notice of the tax rate for the current year
- Calculate the tax for each separate year for property that escaped taxation in prior years upon notification by the Wichita Appraisal District
- Prepare and mail corrected tax bills if required by a rollback election
- Enter changes from the Chief Appraiser of the Wichita Appraisal District on the tax roll
- Correct tax calculation errors as required by Taxing Unit's governing body
- Prepare and mail a consolidated current year tax bill to each person on the tax roll of Taxing Unit for whom a notice of a change of address is received from the Wichita Appraisal District
- Process and make refunds as required by the Tax Code
- Prepare and mail a minimum of three current delinquent tax notices each year during the period from February through June
- Prepare and mail a notice of delinquency and any additional penalty as required by Section 33.11 of the Tax Code (in the month of February of each year)
- Prepare and mail a notice of delinquency and any additional penalty as required by Section 33.07 of the Tax Code (in the month of May of each year)
- Provide Taxing Unit upon request daily, monthly, year to date and yearly reports with information specified by the Taxing Unit
- Provide information as requested by the Taxing Unit's auditor for Taxing Unit's annual audit
- Provide for the ability to pay the Taxing Unit's ad valorem taxes online via a secure Internet site
- Certify an estimate of the collection rate for the current year and calculations required by Section 26.04(b) of the Tax Code regarding collections in excess of the anticipated amount in the preceding year
- Prepare and submit the "Truth in Taxation" notice required by Section 26.04 of the Tax Code to the Taxing Unit, only if the County is designated by the Taxing Unit's governing body to prepare and submit the "Truth in Taxation" notice. After preparing and submitting the "Truth in Taxation" notice to the Taxing Unit, the County will only respond to public requests for general information concerning the scope of the tax rate preparation and tax calculations. Any public request for additional information pertaining to a specified Taxing Unit will be forwarded to the specified Taxing Unit. The Taxing Unit may, in its discretion, decide what information to further disseminate as it pertains to the "Truth in Taxation" notice.
- The County may, in its discretion, assist the Taxing Unit in the preparation of the notice of any hearing and vote on a tax increase required by Section 26.06 of the Tax Code.
- Submit to Taxing Unit the Taxing Unit's Appraisal roll showing the total appraised, assessed and taxable value of property taxable by the Taxing Unit

## SECTION 5: TAX OFFICE OPERATIONS

5.01 Location and hours of operation. The Wichita County Tax Assessor-Collector shall provide a collection office in the city of Wichita Falls. The office shall be open from 8:00 a.m. to 4:55 p.m. Monday through Friday except on County holidays and any inclement weather days as deemed necessary by the Wichita County Tax Assessor-Collector.

5.02 The Wichita County Tax Assessor-Collector shall provide a collection office in or near the city of Electra and the office shall be open from 8:00 a.m. to 4:45 p.m. with a lunch hour included, Monday, Wednesday and Friday except on County holidays and any inclement weather days as deemed as necessary by the Wichita County Tax Assessor-Collector. The Wichita County Tax Assessor-Collector shall also provide a collection office in the cities of Iowa Park and Burkburnett. The office shall be open from 8:00 a.m. to 4:45 p.m. with a lunch hour included, Monday through Friday except on County holidays and any inclement weather days as deemed necessary by the Wichita County Tax Assessor-Collector.

5.03 Any changes to the location or hours of operation of the above collection offices can be implemented by the Wichita County Tax Assessor-Collector with 30 days written notice of change to the liaison of the affected collection office that lies within their respective taxing jurisdiction.

5.04 Staff. The County shall employ a tax office staff sufficient to maintain efficient and prompt processing and disbursements of all taxes collected for the Taxing Unit

5.05 Supplies and equipment. The County shall provide all necessary office supplies, furniture and equipment to run an efficient tax collection office.

5.06 Computer system software. The County shall have a computer system which will do the following:

For mortgage companies upon request:

- Make available a listing of all taxes due by account number
- Make available tax statements by account number or alphabetically
- Submission of tax account information by means of an electronic file
- Submission of payment information by electronic means
- Make available an FTP site that will allow outside access to all bulk record inquiries

For Taxing Unit upon Request

- Provide monthly reports which detail the amount of levy that was collected for any given period of time
- Provide a report which will detail all monies received for a specific period of time
- Provide a monthly report that will show what taxes were due at the beginning of the year, what taxes have been paid to date, etc.

The County Tax Office will provide:

- On line, real time receipting
- Single statement printing upon request
- Supplemental statements when recalculations occur and the County Tax office is provided that information by the Wichita Appraisal District
- Total daily collection report by entity
- Information search by owner name
- Information search by suit number
- Information search by account number
- Records of previous years tax information

Will Provide for Bookkeeping purposes:

- Daily, weekly or monthly collection reports
- Reconciliation of all monies collected
- Electronically disburse all funds collected for the individual Tax Unit

For reporting purposes:

- Will provide daily reports that reflect the total current tax collected, delinquent tax collected, accounts receivable for each entity and all applicable penalty and interest collected.

5.07 Computer system hardware. The County shall have a sufficient number of computer terminals, printers, and electronic data storage devices to maintain an efficient tax collection operation.

#### SECTION 6: TAX COLLECTION POLICIES

6.01 Liaison between County and Taxing Unit. To promote uniform treatment of all accounts collected by the County and provide general guidelines for tax collection policies the Taxing Unit shall appoint a representative to meet with the County Tax Assessor-Collector as necessary to review collections in general. The representative shall serve as a liaison between the Taxing Unit and the County Tax Assessor-Collector.

6.02 Processing of payments. Payments shall be processed on the same day they are received in the County Tax office or in a reasonable and timely manner thereafter, as determined by the County Tax office personnel and the guidelines provided by the County Auditor's office.

6.03 Half-payments and discounts. Neither the County nor Taxing Unit shall allow or provide for the split payment of taxes option or discounts as provided in Sections 31.03 and 31.05 of the Tax Code.

6.04 Refunds. Authorized refunds shall be made on the same check for all Taxing Units for which the County collects. The amount of the Taxing Unit's refund shall be deducted from its collected but unremitted funds or, if no such funds are available, shall be paid by the Taxing Unit to the County.

6.05 Refunds of Overpayments or Erroneous Payments. The Tax Assessor-Collector shall use the guidelines as directed by Section 31.11 of the Tax Code.

6.06 Refunds of Duplicate Payments. The Tax Assessor-Collector shall use the guidelines as directed by Section 31.111 of the Tax Code.

6.07 Refund of Payments with Interest. The Tax Assessor-Collector shall use the guidelines as directed by Section 31.12 of the Tax Code.

6.08 Partial payments. If the County Tax Assessor-Collector accepts a partial payment on a tax bill that includes taxes for more than one Taxing Unit, the Assessor-Collector shall allocate the partial payment among all taxing units included in the bill in proportion, to the amount of tax included in the bill for each taxing unit.

6.09 Delinquent tax attorneys. Taxing Unit shall retain the right to select its own attorneys for delinquent tax collections. The County is authorized by Taxing Unit to file suits for the collection of Taxing Unit's taxes in the name of Taxing Unit, but the County shall use the attorneys employed by Taxing Unit to collect Taxing Unit's taxes. If Taxing Unit does not employ delinquent tax attorneys, then the attorneys employed by the County shall represent Taxing Unit in delinquent tax collections. The County shall retain from the taxes, penalties and interest collected for Taxing Unit the delinquent tax attorneys' fee in the amount provided in the agreement between Taxing Unit and the attorneys employed by Taxing Unit. If Taxing Unit does not employ its own delinquent tax attorneys, the County shall retain from the taxes, penalties and interest collected for Taxing Unit the delinquent tax attorneys' fee in the

amount provided in the agreement between the County and its delinquent tax attorneys. The attorney's fees so retained shall be remitted monthly to the delinquent tax attorneys.

6.10 Remittance of funds collected. The County shall remit all funds collected at the County offices to Taxing Unit's institutional or investment depositories as follows:

- a. Daily distribution of funds. The County shall make daily or weekly distribution of the Taxing Unit funds as requested by the Taxing Unit.
- b. Electronic fund transfer cost. Cost of any electronic transfer of funds shall be paid by the Taxing Unit.
- c. The Tax Assessor-Collector shall transfer electronically all funds collected for the Taxing Unit to their respective depository bank on a daily or weekly basis as determined by the Tax Assessor-Collector and the liaison for the Taxing Unit. During slack tax collection periods the Tax Assessor-Collector may deposit the respective Taxing Unit's funds when they reach a maximum of \$15,000 or at the end of each week, whichever is reached first.

## SECTION 7: COMPENSATION

7.01 Initial Set Up Fee. Taxing Unit shall pay the County an initial set up fee of \$1,500, payable on June 1<sup>st</sup> of the year in which the Taxing Unit's contract will begin. This fee only applies to Taxing Units which are not currently covered by an agreement with the County for the collection of ad valorem taxes.

7.02 Amount. For the services provided by the County, Taxing Unit shall pay an amount determined by the calculation of the previous year of operational costs by the Wichita County Tax Office and divisible by the total number of taxable parcels as determined by the Wichita Appraisal District from the appraisal roll submitted to the taxing entities for the current year of collection. This calculation will determine the per parcel cost for all taxing units for the new year which will then determine the multiplier for each individual taxing unit based upon the number of taxable parcels that are being collected for each taxing unit. The number of taxable parcels for a Taxing Unit shall be determined by the total number of accounts within both the Wichita County and the Taxing Unit's jurisdiction on the Taxing Unit's current tax roll beginning with the 2016 current tax roll.

7.03 Dates of payment. The compensation shall be paid in four equal installments each year this agreement is in effect. The installment payments shall be due on the following dates:

- November 10
- December 10
- January 10
- February 10

The first payment shall be due November 10, 2016.

7.04 Change of compensation. After the initial term of this agreement any change in the calculation of charges shall be agreed upon prior to May 1<sup>st</sup> of the year in which the change is made. The County Tax Assessor-Collector and the liaison representatives appointed by any taxing unit whose taxes are collected by the County shall make a recommendation to the parties on any change in the rate.

7.05 Failure to provide timely notice of tax rate.

- a. Taxing Unit's failure. If the Taxing Unit fails to provide written notice of its tax rate to the County Tax Assessor-Collector before the 60<sup>th</sup> day after the date the Chief Appraiser for the Wichita Appraisal District certifies the appraisal roll to the Taxing Unit and the County Tax Assessor-Collector cannot include the Taxing Unit's tax bills in consolidated bills prepaid and mailed by October 1<sup>st</sup> or as soon thereafter as practicable, the Taxing Unit shall pay the additional costs of preparing and mailing the separate tax bills in addition to the above compensation.

b. County's failure. If the County fails to provide written notice of its tax rate to its Tax Assessor-Collector before the 60<sup>th</sup> day after the Chief Appraiser for the Wichita Appraisal District certifies the appraisal roll to the County, and the County Tax Assessor-Collector cannot prepare and mail consolidated tax bills by October 1st or as soon thereafter as practicable, the County shall pay the additional costs of preparing and mailing the separate tax bills, so that the other Taxing Units bills are mailed by October 1<sup>st</sup> or as soon thereafter as practicable.

7.06 Rollback of tax rate. If Taxing Unit's tax rate is reduced by a rollback election after tax bills have been mailed, Taxing Unit shall pay the additional cost of preparing and mailing corrected tax bills.

#### SECTION 8: TRANSITION TO CONSOLIDATED COLLECTIONS

Taxing Unit shall provide the County Tax Assessor-Collector an initial cumulative delinquent tax roll (covering current and prior years' taxes) and all its bankruptcy files, payment agreements, working papers, and notes regarding its accounts. It is anticipated that the cumulative delinquent tax roll would be so provided in July or August of the current year, and cover the tax years 1939 through the current year. The County personnel shall be trained and will work with Taxing Unit's representatives to formulate the reports needed by Taxing Units and run test samples using the data in the cumulative delinquent tax roll furnished by the Taxing Unit. The County shall work with the Wichita Appraisal District to test load a sample appraisal roll into the County's computer system. Test tax rate calculations, test rolls and test tax bills shall be prepared to correct any problems in the software and transportation of data from the Appraisal District. On September 1 of the current year, or as soon after as possible, Taxing Unit shall provide another cumulative delinquent tax roll to the County showing balances current through August 31<sup>st</sup> of the current year. The County shall begin delinquent tax collection on September 1<sup>st</sup> of the current year and current tax collection upon tax statements being processed and mailed for the current year.

#### SECTION 9: GENERAL PROVISIONS

9.01 Notices. All notices required or permitted in this agreement shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, via postage prepaid, certified mail, return receipt requested, to the following respective addresses:

Taxing Unit	County
(title)	County Judge
(name of entity)	Wichita County
(address)	County Courthouse
(address), Texas 76366	Wichita Falls, Texas 76301

9.02 Interlocal Agreement Conditions: The parties hereto find that (a) the services performed by each of them are necessary and authorized for activities that are properly within their statutory functions and programs; (b) they have the authority to contract for the services; (c) they have all necessary power and have received all necessary approvals to execute and deliver this Agreement; and (d) the representatives signing this agreement on their behalf have authority from their respective governing bodies to sign this Agreement.

9.03 Entire agreement. This agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations and agreements either written or oral. This agreement may be amended only by written instrument signed by the duly authorized representatives of all parties.

9.04 Severability. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

9.05 Venue and Governing Law: The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the domestic laws of the State of Texas and any suit regarding this Agreement must be filed in the District Courts of Wichita County, Texas.

9.06 No Third-Party Beneficiaries: The benefits of this agreement are intended to inure solely to the Taxing Unit and the County. Accordingly, the parties do not intend any persons who are not named in this paragraph to have authority to enforce any provision of this agreement.

9.07 Multiple originals. This agreement is executed in triplicate originals. Any one of such originals shall have the same evidentiary value.

Executed in triplicate originals on the dates indicated below.

(Name of Taxing Unit)

Attest:

By: \_\_\_\_\_  
(Name)  
(Position)

By: \_\_\_\_\_  
(Name)  
(Position)

Date: \_\_\_\_\_

Wichita County

Attest:

By: \_\_\_\_\_  
Woodrow W. Gossom, Jr.  
County Judge

By: \_\_\_\_\_  
Lori Bohannon  
County Clerk

Date: \_\_\_\_\_

Approved:

Attest:

By: \_\_\_\_\_  
Tommy Smyth, County Tax  
Assessor-Collector

By: \_\_\_\_\_  
Lori Bohannon  
County Clerk

Date: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF WICHITA

INTERLOCAL COOPERATION AGREEMENT FOR  
THE COLLECTION OF AD VALOREM TAXES

**SECTION 1: PARTIES**

The parties to this agreement are the County of Wichita, referred to below as the "County" and the City of Burkburnett, referred to below as the "Taxing Unit."

**SECTION 2: RECITALS**

The purpose of this agreement is to improve the efficiency and effectiveness of the parties' respective local governments by authorizing the fullest possible range of intergovernmental contracting authority at the local level for all of the administrative functions of assessment and collection of current and delinquent taxes. To this end the parties make this agreement under the provisions of Sections 6.23, 6.24, and 6.30 of the Texas Property Tax code (referred to below as the "Tax Code") and the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. CHAPTER 791.

**SECTION 3: TERM**

The effective date of this agreement shall be August 1, 2004. The initial term of this agreement shall be from the effective date through September 30, 2006. After the initial term this agreement shall be automatically renewed for periods of thirty-six (36) months from the termination date unless written notice of the intent to not renew this agreement is given by either party to the other at least 120 days in advance of the termination date.

**SECTION 4: TAX COLLECTOR**

**4.01 Designation.** The County, through its Tax Assessor-Collector shall serve as Tax Assessor-Collector for Taxing Unit.

**4.02 Bond.** The County shall obtain fiduciary bonds for its Tax Assessor-Collector and the employees of the Wichita County Tax Office handling taxes and collected for Taxing Unit.

The bonds shall be conditioned on the faithful performance of the Tax Assessor-Collector's duties and payable to Taxing Unit. The amount of the bond shall be determined by Taxing Unit's governing body. The premium for the bond shall be paid by Taxing Unit.

**4.03 Services.** The County, through its Tax Assessor-Collector, shall perform all duties necessary for the assessment and collection of ad valorem taxes levied by Taxing Unit. The services provided by the County Tax Assessor-Collector shall include, but are not limited to, the following:

- Receive the certified appraisal roll and list of properties under protest from the Wichita Appraisal District
- Determine and submit to Taxing Unit the appraised, assessed and taxable value of new property
- Certify an estimate of the collection rate for the current year and calculations required by Section 26.04 (b) of the Property Tax Code regarding collections in excess of the anticipated amount in the preceding year
- Calculate and submit to Taxing Unit's governing body the effective tax rate and the rollback tax rate if designated to do so by Taxing Unit's governing body
- Prepare the "Truth in Taxation" notice required by Section 26.04 of the Property Tax Code if designated to do so by Taxing Unit's governing body
- Assist Taxing Unit in the preparation of the notice of any hearing and vote on a tax increase required by Section 26.06 of the Property Tax Code
- Calculate the tax imposed on each property on the appraisal roll for Taxing Unit on receipt of notice of the tax rate for the current year
- Calculate the tax for each separate year for property that escaped taxation in prior years
- Prepare and mail corrected tax bills if required by a rollback election
- Enter changes from the Chief Appraiser of the Wichita Appraisal District on the tax roll
- Correct tax calculation errors as required by Taxing Unit's governing body
- Prepare and mail a consolidated current year tax bill to each person on the tax roll of Taxing Unit for whom a notice of a change of address is received from the Wichita Appraisal District.
- Prepare and mail in January a reminder notice to all persons on the tax roll of Taxing Unit when a mortgage company has not paid such person's taxes.

- Prepare and mail in January a reminder notice to all persons on the tax roll of Taxing Unit when such person's current year personal property tax has not been paid
- Process and make refunds as required by the Property Tax Code
- Prepare and mail three current delinquent tax notices each year during the period from February through June
- Prepare and mail the notice of delinquency and additional penalty as required by Section 33.07 of the Property Tax Code (in the month of May)
- Provide Taxing Unit on request daily, monthly, year to date and yearly reports with information specified by Taxing Unit
- Provide information as requested by Taxing Unit's auditor for Taxing Unit's annual audit
- Provide for the ability to pay Taxing Unit's ad valorem taxes online via secure Internet site

#### SECTION 5: TAX OFFICE OPERATIONS

**5.01. Location and hours of operation.** The Wichita County Tax Assessor Collector shall provide a collection office in the City of Burkburnett. The office shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday except on County holidays.

**5.02 Staff.** The County shall employ a tax office staff sufficient to maintain efficient and prompt processing and disbursements of all taxes collected for Taxing Unit.

**5.03 Supplies and equipment.** The County shall provide all necessary office supplies, furniture and equipment to run an efficient tax collection office.

**5.04 Computer system software.** The County shall have a computer system which will do the following:

For mortgage companies:

- Print a listing of all taxes due by account number
- Print tax statements by account number or alphabetically
- Submission of tax account information by computer tape
- Submission of payment information by computer tape
- Print delinquent tax listings

For Taxing Unit:

- Print reports with monthly totals detailing how much taxes were collected for any given period of time.
- Print a payment report which will list all payments made between any two given dates.
- Print a monthly report that will show what taxes were due at the beginning of the year, what taxes have been paid, etc.

For the County Tax Office provide:

- On line, real time receipting
- Single statement print on request
- Automatic re-calculation of statements
- Daily collection report by clerk
- Daily collection report by batch
- Total daily collection report by entity
- Information search by owner name
- Information search by suit number
- Information search by account number
- Inquiry of past years information

For bookkeeping purposes:

- Reconcile checks on computer
- Print daily, weekly, monthly, collection reports

For reporting purposes:

- Print daily reports showing total current tax, delinquent tax roll, accounts receivable for each entity, penalty and interest report, tax certificate fees, and attorney fees

**5.05 Computer system hardware.** The County shall have a sufficient number of computer terminals, printers, and electronic data storage devices to maintain an efficient tax collection operation.

## SECTION 6: TAX COLLECTION POLICIES

**6.01 Liaison between County and Taxing Unit.** To promote uniform treatment of all accounts collected by the County and provide general guidelines for tax collection policies Taxing Unit shall appoint a representative to meet with the County Tax Assessor-Collector as necessary to establish collection policies and review collections in general. The representative shall serve as a liaison between Taxing Unit and the County Tax Assessor-Collector.

**6.02 Processing of payments.** Payments shall be processed the same day received in the County Tax office.

**6.03 Half-payments and discounts.** Neither the County nor Taxing Unit shall allow or provide for the split payment of taxes option or discounts as provided in Sections 31.03 and 31.05 of the Tax Code.

**6.04 Refunds.** Authorized refunds shall be made on the same check for all Taxing Units for which the County collects. The amount of Taxing Unit's refund and any interest on such refund shall be deducted from its collected but unremitted funds or, if no such funds are available, shall be paid by Taxing Unit to the County within seven days written notification of the amount due. Taxing Unit shall designate the auditor for the County to make the determination whether payments are erroneous or excessive as required by Section 31.11 of the Property Tax Code. The County Tax Assessor-Collector shall not make any refunds in excess of \$2,500.00 for Taxing Units until the governing body of the County also determines that the payment was erroneous or excessive.

**6.05 Partial payments.** If the County Tax Assessor-Collector accepts a partial payment on a tax bill that includes taxes for more than one Taxing Unit, the Assessor-Collector shall allocate the partial payment among all taxing units included in the bill in proportion, to the amount of tax included in the bill for each taxing unit.

**6.06 Delinquent tax attorneys.** Taxing Unit shall retain the right to select its own attorneys for delinquent tax collections. The County is authorized by Taxing Unit to file suits for the collection of Taxing Unit's taxes in the name of Taxing Unit, but the County shall use the attorneys employed by Taxing Unit to collect Taxing Unit's taxes. If Taxing Unit does not employ delinquent tax attorneys, then the attorneys employed by the County shall represent Taxing Unit in delinquent tax collections. The County shall retain from the taxes, penalties and interest collected for Taxing Unit the delinquent tax attorneys' fee in the amount provided in the agreement between Taxing Unit and the attorneys employed by Taxing Unit. If Taxing Unit does not employ its own delinquent tax attorneys, the County shall retain from the taxes, penalties and interest collected for Taxing Unit the delinquent tax attorneys' fee in the amount provided in the agreement between the County and its delinquent tax attorneys. The attorney's fees so retained shall be remitted monthly to the delinquent tax attorneys.

**6.07 Remittance of funds collected.** The County shall remit all funds collected at the County offices to Taxing Unit's institutional or investment depositories as follows:

- a. Daily distribution of funds.** The County shall make daily or weekly distribution of Taxing Unit funds as requested by Taxing Unit.
- b. Interest earned.** Interest earned by the County on Taxing Unit's taxes shall be prorated back to the Taxing Unit.

- c. **Electronic fund transfer cost.** Cost of any electronic transfer of funds shall be paid by Taxing Unit.

## SECTION 7: COMPENSATION

**7.01 Amount.** For the services provided by the County, Taxing Unit shall pay \$1.00 per taxable account per year. The number of taxable accounts for Taxing Unit shall be determined to be the total number of accounts on Taxing Unit's current tax roll beginning with the 2004 current tax roll.

**7.02 Dates of payment.** The compensation shall be paid in four equal installments each year this agreement is in effect. the installment payments shall be due on the following dates:

- November 10
- December 10
- January 10
- February 10

The first payment shall be due November 10, 2004.

**7.03 Change of compensation.** After the initial term of this agreement any change in the per account charge shall be agreed upon prior to May 1<sup>st</sup> of the year in which the change is made. The County Tax Assessor-Collector and the liaison representatives appointed by any taxing unit whose taxes are collected by the County shall make a recommendation to the parties on any change in the per account rate.

**7.04 Failure to provide timely notice of tax rate.**

- a. **Taxing Unit's failure.** If Taxing Unit fails to provide written notice of its tax rate to the County Tax Assessor-Collector before the 60<sup>th</sup> day after the date the Chief Appraiser for the Wichita Appraisal District certifies the appraisal roll to Taxing Unit and the County Tax Assessor-Collector cannot include the Taxing Unit's taxes in consolidated bills prepaid and mailed by October 7<sup>th</sup>, Taxing Unit shall pay the additional costs of preparing and mailing the separate bills in addition to the above compensation.
- b. **County's failure.** If the County fails to provide written notice of its tax rate to its Tax Assessor-Collector before the 60<sup>th</sup> day after the Chief Appraiser for the Wichita Appraisal District certifies the appraisal roll to the County, and the County Tax Assessor-Collector cannot prepare and mail consolidated tax bills by October 7<sup>th</sup>, the County shall prepare and mail, at its own cost, bills for Taxing Unit so that Taxing Unit's bills are mailed by October 7<sup>th</sup>.

7.05 Rollback of tax rate. If Taxing Unit's tax rate is reduced by a rollback election after tax bills have been mailed, Taxing Unit shall pay the additional cost of preparing and mailing corrected tax bills.

### SECTION 8: TRANSITION TO CONSOLIDATED COLLECTIONS

Taxing Unit shall provide the County Tax Assessor-Collector an initial cumulative delinquent tax roll (covering 2003 and prior years taxes) and all its bankruptcy files, payment agreements, working papers, and notes regarding its accounts. It is anticipated that the cumulative delinquent tax roll would be so provided in July or August, 2004, and cover the tax years 1939 through 2003. County personnel shall be trained and work with Taxing Unit's representatives to formulate the reports needed by Taxing Unit and run test samples using the data in the cumulative delinquent tax roll furnished by Taxing Unit. County shall work with the Wichita Appraisal District to test load a sample appraisal roll into the County's computer system. Test tax rate calculations, test rolls and test tax bills shall be prepared to correct any problems in the software and transportation of data from the Appraisal District. On September 1, 2004, or as soon after as possible Taxing Unit shall provide another cumulative delinquent tax roll to the County showing balances current through August 31, 2004. The County shall begin current and delinquent tax collection on September 1, 2004.

### SECTION 9: GENERAL PROVISIONS

9.01 Notices. All notices required or permitted in this agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, to the following respective addresses:

Taxing Unit	County
City Manager City of Burkburnett 301 Sheppard Rd. Burkburnett, TX 76354	County Judge Wichita County County Courthouse Wichita Falls, Texas 76301

9.02 Entire agreement. This agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations and agreements either written or oral. This agreement may be amended only by written instrument signed by the duly authorized representatives of all parties.

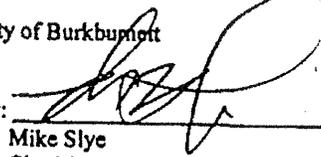
9.03 Severability. In the event that any portion of this agreement shall be found to be contrary to law it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

9.04 Multiple originals. This agreement is executed in triplicate originals. Any one of such originals shall have the same evidentiary value.

Executed in triplicate originals on the dates indicated below.

City of Burkburnett

By:

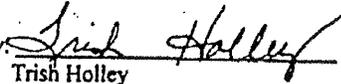
  
Mike Slye  
City Manager

Date:

8/2/04

Attest:

By:

  
Trish Holley  
City Clerk

Wichita County

By:

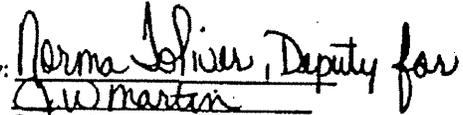
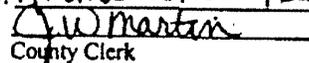
  
Woodrow W. Gossom, Jr., County Judge

Date:

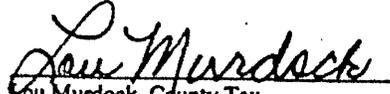
8-9-04

Attest:

By:

  
Norma Toliver, Deputy for  
  
County Clerk

Approved:

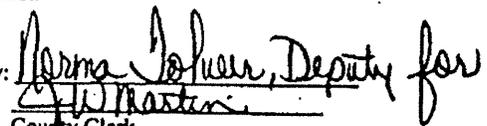
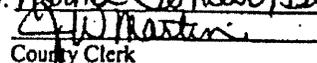
  
Lou Murdock, County Tax  
Assessor-Collector

Date:

8-9-04

Attest:

By:

  
Norma Toliver, Deputy for  
  
County Clerk



## Burkburnett Development Corporation Agenda Memo

**From:** Mike Whaley  
City Manager

**Date:** July 18, 2016

**Item:** Resolution Number 609. A Burkburnett Development Corporation economic incentive agreement with HomeWell Senior Care., Final Reading.

### Background

HomeWell Senior Care Inc. is an international Franchisor that started in 1996 in Seattle WA. They have converted their company to a Texas operation and have relocated the corporate headquarters to Burkburnett. They currently oversee 75 Units across the US and another 3 in Canada under HomeWell Franchising of Canada. They currently have 10 FTE employees of HomeWell Senior Care Inc.

Out of their current location at 904 C West Kramer Road, they also operate a wholly owned subsidiary of HomeWell called Home Care Advantage or HCA. HCA provides back office Administrative Support to their franchisees all over the US to include services such as 24 Hr. Answering Service, Billing, Staffing and Scheduling, data entry etc. These services are charged separately and above the normal 5% royalty their franchisees pay. HCA Currently has 5 FTE and will be extending their answering services to the local and surrounding communities once they are able to facilitate further growth and expansion in the new building.

In addition to these existing companies they will be launching their first Corporate Owned Franchise Location out of the new space. As a corporate location they will be providing Home Care Services to the Burkburnett and Surrounding Communities. This new entity will also reside in the new building and will create new jobs. They are currently in the process of obtaining their license for the Texas Department of Aging and Disability services and anticipate beginning hiring for this company in October 2016.

Their growth and expansion is planned for about 3800Sq ft of the former Par-T-Line building leaving approx. 1850 available sq. ft for further development. Rather than leave this space empty they have decided to move forward with renovations to this side and launch WorkWell Office Suites. This space will be dedicated to development of the professional community by providing affordable office options for executives that cannot currently be accommodated by the city due to lack of facilities. WorkWell will offer 8 executive suites that will rent for between \$300 and \$400 a month that will include internet access, access to shared conference space, receptionist, utilities and housekeeping services. They will target professionals needing professional space in the Burkburnett Area.

The BDC proposes entering into an agreement with HomeWell Senior Care, Inc. of Burkburnett wherein the BDC will provide an economic incentive package worth **\$85,700.00** provided for the expansion of business along with retention of existing jobs and creation of new jobs within Burkburnett, Texas, the terms of which are more specifically described below.

The BDC will provide HomeWell Senior Care, Inc. job creation incentives in the amount of **\$57,000** for the **retention of 10 existing jobs** with an annual payroll of \$500,860.48 and the **creation of 48 new jobs** over the next three years with an anticipated payroll over \$1,000,000. All jobs will work locally in Burkburnett, TX. The incentive will be paid in equal installments over the next three years provided Homewell Senior Care, Inc. meets their job creation goals. In order to qualify for such payment, Homewell Senior Care, Inc. will provide the BDC documentation reflecting total number of new personnel employed to include start dates and salary. Documentation reports will be provided annually beginning one year from the effective date of the agreement.

The BDC would also agree to provide HomeWell Senior Care, Inc. **capital investment incentives** in the amount of **\$28,700** which is 10% of Homewell Senior Care, Inc.'s total investment of \$287,000. The BDC will utilize the Neighborhood Re-Investment Grant program to fund up to \$25,000 of the capital investment incentive total. In order to qualify for such payment, upon completion of the purchase and renovation of the property located at 812 Sheppard Road, Burkburnett, TX and given the proper documentation reflecting costs of such, payment of up to \$25,000 will be made immediately. The remainder of the capital investment incentive will be rolled into the job creation incentive.

HomeWell Senior Care, Inc. estimates it will purchase, renovate, and complete improvements to the subject property, relocate and begin operations as soon as possible, no later than 12 months from the date of this agreement, and will retain ten (10) existing jobs and create forty-eight (48) jobs over the next three years at such location.

**Fiscal Impact**

\$85,700 (\$25,000 of which will be NRG funds)

**Options**

Approve, Approve with changes, or disapprove

**Staff Recommendation**

Incentive package met BDC board for approval on June 14, 2016

**Attachments**

Resolution Number 609

Funding Agreement

## **RESOLUTION NUMBER 609**

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AUTHORIZING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE BURKBURNETT DEVELOPMENT CORPORATION AND HOMEWELL SENIOR CARE, INC OF BURKBURNETT PROVIDING FOR ECONOMIC INCENTIVES IN RETURN FOR THE EXPANSION AND RETENTION OF BUSINESS ENTERPRISES WITHIN BURKBURNETT, TEXAS.**

**WHEREAS**, the Burkburnett Development Corporation (the “BDC”) is a Type B economic development corporation created by the City of Burkburnett, Texas (the “City”), which has a population of less than 20,000; and

**WHEREAS**, the BDC has proposed entering into an agreement with Homewell Senior Care, Inc. of Burkburnett wherein the BDC will provide an economic incentive package worth \$85,700.00 provided for the expansion of business along with retention of existing jobs and creation of new jobs within Burkburnett, Texas, the terms of which are more specifically described below; and

**WHEREAS**, the BDC has proposed entering into an agreement with Homewell Senior Care, Inc. wherein the BDC will provide Homewell Senior Care, Inc. of Burkburnett job creation incentives in the amount of \$57,000 for the retention of 10 existing jobs with an annual payroll of \$500,860.48 and the creation of 48 new jobs over the next three years with an anticipated payroll over \$1,000,000. All jobs will work locally in Burkburnett, TX. The incentive will be paid in equal installments over the next three years provided Homewell Senior Care, Inc. meets their job creation goals. In order to qualify for such payment, Homewell Senior Care, Inc. will provide the BDC documentation reflecting total number of new personnel employed to include start dates and salary. Documentation reports will be provided annually beginning one year from the effective date of the agreement. The BDC has agreed to provide these economic incentives in return for the retention and expansion of business enterprises within Burkburnett, Texas; and

**WHEREAS**, the BDC would also agree to provide Homewell Senior Care, Inc. of Burkburnett capital investment incentives, in lieu of tax abatement, in the amount \$28,700 which is 10% of Homewell Senior Care, Inc.’s total investment of \$287,000. Of the amount for capital investment incentives, the BDC will utilize the Neighborhood Re-Investment Grant program to fund up to \$25,000 of the total incentive. In order to qualify for such payment, upon completion of the purchase and renovation of the property located at 812 Sheppard Road, Burkburnett, TX and given the proper documentation reflecting costs of such, payment of up to \$25,000 will be made immediately. The remainder of the capital investment incentive will be rolled into the job creation incentive; and

**WHEREAS**, Homewell Senior Care, Inc. estimates it will purchase, renovate, and complete improvements to the subject property, relocate and begin operations as soon as possible, no later than 12 months from the date of this resolution, and will retain ten (10) existing jobs and create forty-eight (48) jobs over the next three years at such location; and

**WHEREAS**, this resolution has been given two readings before the Board of Commissioners: one on June 20, 2016 and another on the date this resolution was approved; and

**WHEREAS**, this resolution was approved in a meeting, which was open to the public and preceded by proper notice as required by Chapter 551 of the Texas Government Code;

**NOW, THEREFORE, BE IT RESOLVED**, that the BDC is hereby authorized to enter into *an agreement* with Homewell Senior Care, Inc. of Burkburnett to provide job creation incentives in the amount of \$57,000 for the retention of 10 existing jobs and the creation of 48 new jobs over the next three years. The incentive will be paid in equal installments over the next three years provided Homewell Senior Care, Inc. meets their job creation goals and provides the BDC documentation reflecting total number of new personnel employed to include start dates and salary. Documentation reports will be provided annually beginning one year from the effective date of the agreement.

The BDC would also agree to provide Homewell Senior Care, Inc. of Burkburnett capital investment incentives in the amount \$28,700 which is 10% of Homewell Senior Care, Inc.'s total investment of \$287,000. Of the amount for capital investment incentives, the BDC will utilize the Neighborhood Re-Investment Grant program to fund up to \$25,000 of the total incentive. Upon completion of the purchase and renovation of the property located at 812 Sheppard Road, Burkburnett, TX and given the proper documentation reflecting costs of such, payment of up to \$25,000 will be made immediately. The remainder of the capital investment incentive will be rolled into the job creation incentive.

**BE IT FURTHER RESOLVED** that the officers of the City are hereby authorized and directed to take such action as may be reasonably necessary to carry this resolution into effect.

First reading on June 20, 2016.

**APPROVED** on this the 18th day July, 2016, Second and Final Reading.

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Carl Law, Mayor

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Janelle Dolan, City Clerk

## **ECONOMIC FUNDING AGREEMENT**

This Agreement between the Burkburnett Development Corporation (hereinafter “BDC”) and HomeWell Senior Care, Inc. (hereinafter “HomeWell”) is effective on the 1<sup>st</sup> day of August, 2016 (the “Effective Date”).

**WHEREAS**, Homewell currently operates a facility in Burkburnett, Texas, and currently employs ten individuals with an annual payroll of \$500,860.48; and

**WHEREAS**, Homewell has recently purchased the property at 812 Sheppard Road, Burkburnett, Texas (the “Property”); and

**WHEREAS**, HomeWell has or will complete a renovation to the Property for the purposes of retaining its current employees in Burkburnett and accommodating up to an additional 48 jobs within Burkburnett; and

**WHEREAS**, BDC has found that the improvements to the Property and the creation of new jobs promotes new and expanded business development within Burkburnett and recommends the expenditure of a total of \$85,700.00 for the renovation and expansion to the building at 812 Sheppard Road, Burkburnett, Texas, (the “Property”) and the creation of new jobs within Burkburnett; and

**WHEREAS**, BDC approved the expenditure of such funds for an economic funding package to HomeWell during its meeting on June 14, 2016; and

**WHEREAS**, BDC will not make any payments to HomeWell under this Agreement unless and until HomeWell satisfies the terms as set forth below; therefore, this Agreement is not a loan so HomeWell will not be required to pay back any amount received under the Agreement;

**WHEREAS**, the Board of Commissioners for the City of Burkburnett, after readings on June 20, 2016 and July 18, 2016, approved Resolution 609 which authorizes the expenditure of BDC funds, including Neighborhood Reinvestment Grant funds, on the HomeWell project; and

**NOW THEREFORE**, the parties hereby mutually agree that financial assistance shall be provided and accepted upon the following terms and conditions, to wit:

### **ARTICLE I. REIMBURSEMENT**

#### **Sec. A. Improvements to the Property**

1. Within thirty (30) days of its receipt of sufficient documentation from HomeWell that HomeWell has spent at least \$287,000.00 on the purchase of and improvements to the Property, BDC shall reimburse HomeWell in the amount of \$25,000.00 from the Neighborhood Reinvestment Grant and \$1,233.34 from BDC funds.

2. As long as HomeWell continues operations at the Property, BDC shall reimburse HomeWell \$1,233.34 within thirty (30) days of both the first and second anniversary of the reimbursement in paragraph 1. of this section.

3. For the purpose of this section, sufficient documentation will mean the closing documents that show the amount paid by HomeWell for the Property and paid invoices for work on or to the Property in a total amount, including the purchase price of the Property, of at least \$287,000.00.

#### Sec. B. New Full-Time Employees

1. BDC shall reimburse HomeWell up to a total amount of \$57,000.00 for new, full-time employees employed on or before the second anniversary of the Effective Date beyond the ten (10) full-time employees employed at its Burkburnett facility on June 1, 2016.

2. BDC will reimburse HomeWell at a rate of \$2,500.00 for each new full-time, management position created and filled and \$1,000.00 for every other new, full-time position created and filled. The amount for each employee will be paid over three years so that HomeWell will receive 1/3 of the reimbursement amount each year for three years as long as the position remains filled. The created positions are as follows:

a. Management Positions - \$2,500.00 reimbursement per position

- 1 - Director of Finance & Accounting: \$65,000 Base plus Commission; Health Care Paid 100% (\$513.23 paid by company): 4% match to 401K (Year 1);
- 1 - Outside Sales Professional: approx. \$40,000 Base plus comp (Year 1);
- 1 - Care Manager /Administrator: \$20-\$25 per hour (Year 1);
- 1 - Receptionist/ Executive Suite Property Manager; \$16-18 per hour plus Comp (Year 1);
- 1 - Project Manager; \$14-\$16 per hour (Year 2);
- 1 - Video Production/Animation: Approx. \$15 per hour (Year 3).

b. Other positions - \$1,000.00 reimbursement per position

42 - Personal Assistants / Caregivers: 42 total over three years; average of 14 per year will be hired between \$9 and \$12 per hour.

2 Within ten (10) days after the Effective Date, HomeWell will provide BDC with documentation regarding the number of full-time employees employed by HomeWell in Burkburnett. The documentation will include the total number of Homewell full-time, employees in Burkburnett, the date of employment for each employee, designate whether the employee holds a management positions, the annual payroll for ten (10) positions in Burkburnett that existed on June 1, 2016, and the annual payroll for HomeWell employees holding positions in Burkburnett created after June 1, 2016.

3 Within thirty (30) days after the Effective Date, BDC will make the initial reimbursement to HomeWell for each new full-time, employee as set forth in paragraph 2. of this section above the ten (10) full-time employees employed by HomeWell in Burkburnett on June 1, 2016.

- a. Example: If on the tenth day after the Effective Date HomeWell provides BDC with documentation showing that it currently employs ten (10) individuals in the same positions that existed on June 1, 2016, at an annual salary of at least \$500,000.00 and that it currently employs four (4) new, full-time, management employees and fourteen (14) other new, full-time employees, BDC will reimburse HomeWell \$8,000.00 as follows:

4 management positions	\$3,333.33 (\$2,500.00 x 4 employees ÷ 3 years)
14 other positions	<u>\$4,666.67</u> (\$1,000.00 x 14 employees ÷ 3 years)
Year Once Reimbursement	\$8,000.00

As long as the four (4) management positions and fourteen (14) other positions are still filled on the first and second annual anniversary of the Effective Date, BDC will reimburse HomeWell \$8,000.00 within thirty (30) days of the first and second annual anniversaries of the Effective Date.

4 Within ten (10) days of both the first and second annual anniversaries of the Effective Date, HomeWell will provide BDC with documentation as set forth in paragraph 3. of this section regarding the number of full-time, employees employed by HomeWell in Burkburnett. BDC will reimburse HomeWell under the same terms as in paragraph 4 of this section.

- a. Example: If on the tenth day after the first annual anniversary of the Effective Date HomeWell provides BDC with documentation showing that it currently employs ten (10) individuals in the same positions that existed on June 1, 2016, at an annual salary of at least \$500,000.00 and that it currently employs six (6) full-time, management employees who fill positions that either did not exist or were not filled on June 1, 2016, and twenty-eight (28) other, full-time employees who fill positions that either did not exist or were not filled on June 1, 2016, BDC will reimburse HomeWell the second \$8,000.00 for the new, full-time positions in Burkburnett from the previous year (see paragraph 4 in this section) and an additional \$6,333.32 as follows:

2 management positions	\$1,666.66 (\$2,500.00 x 2 employees ÷ 3 years)
14 other positions	<u>\$4,666.66</u> (\$1,000.00 x 14 employees ÷ 3 years)
Year Once Reimbursement	\$6,333.32

If HomeWell employs no other full-time employees beyond the ten (10) full-time positions that existed on June 1, 2016, the six (6) new, management employees and the twenty-eight (28) other new employees, BDC will reimburse Homewell \$14,333.32 (\$8,000.00 + \$6,333.32) within thirty (30) days of the second anniversary

of the Effective Date and \$6,333.32 within thirty (30) days of the third anniversary of the Effective Date.

**ARTICLE II.  
HOMEWELL REPRESENTATIONS AND WARRANTIES**

HomeWell represents and warrants as of the date hereof that:

1. It is duly authorized, created and existing in good standing under the laws of the State of Texas;
2. It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of HomeWell under any agreement or instrument to which HomeWell is a party or by which HomeWell or its assets may be bound or affected;
3. This Agreement has been duly authorized, executed and delivered by HomeWell and, constitutes a legal, valid and binding obligation of HomeWell enforceable in accordance with its terms;
4. The execution, delivery and performance of this Agreement by HomeWell does not require the consent or approval of any person which has not been obtained;
5. No litigation or governmental proceeding is pending, or, to the knowledge of any HomeWell officers, threatened against or affecting HomeWell, which may result in a material adverse change in HomeWell's business, properties or operations sufficient to jeopardize HomeWell as a going concern; and
6. No written certificate or written statement herewith or heretofore delivered by HomeWell to BDC in connection herewith, or in connection with any transaction contemplated hereby, to the knowledge of any HomeWell officers, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

**ARTICLE III.  
BDC REPRESENTATIONS AND WARRANTIES**

The BDC hereby represents and warrants as of the date hereof that:

1. It, to the best of the knowledge of its Board of Directors, is duly authorized, created and existing in good standing under the laws of the State of Texas;

2. It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, and (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation;
3. This Agreement has been duly authorized by the City Commission of the City of Burkburnett and the BDC and constitutes a legal, valid and binding obligation of the BDC, enforceable in accordance with its terms;
4. The execution, delivery and performance of this Agreement by the BDC does not require the consent or approval of any person which has not been obtained;
5. No litigation or governmental proceeding is pending, or, to the knowledge of any BDC officers, threatened against or affecting BDC, which may result in BDC's inability to meet its obligations under this Agreement; and

**ARTICLE IV.  
TERMINATION**

Sec. A. Term of the Agreement

This Agreement shall terminate on the fifth anniversary of the effective date (the "Termination Date").

Sec. B. Termination by Agreement

This Agreement may be terminated by the written agreement of the Parties. If the Parties terminate this Agreement by written agreement prior to the Termination Date, City will still be responsible to make the reimbursement payments due to HomeWell to which HomeWell is entitled under Article I of this Agreement prior to the agreed termination date.

**ARTICLE V.  
GENERAL PROVISIONS**

1. Notice

Unless applicable law requires a different method, any notice that must be given to Parties will be given by delivering it or by mailing it by first class mail to the following:

Burkburnett Development Corporation  
501 Sheppard Road  
Burkburnett, Texas 76354

HomeWell Senior Care, Inc.

904 C. West Kramer Road  
Burkburnett, Texas 76354

## 2. Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any suit arise out of the Agreement will be Wichita County, Texas.

## 3. Construction

The language of this Agreement shall be construed to support the validity of the Agreement and compliance with the Texas Economic Development Corporation Act. The language shall be construed according to its fair meaning and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. Headings are for reference purposes and do not control interpretation. All the terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular and plural) or any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement, or any section or clause hereof may require. The locative adverbs “herein”, “hereunder”, “hereto”, “hereinafter”, and like words wherever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific paragraph, section or subsection hereof unless otherwise expressly designated in context.

## 4. Severability

To the extent that any provision herein is inconsistent with or in violation of any applicable law, rule or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule or regulation, and shall not otherwise affect any other provisions of this Agreement. Any provisions of this Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement.

## 5. Survival

It is expressly agreed that all covenants and conditions relating to the rights and obligations of the parties hereto subsequent to the termination of this Agreement shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provision.

## 5 Assignability

This Agreement and any rights, duties and obligations thereunder may not be assigned without the prior written consent of all of the parties hereto and, in the event of an attempted assignment by one party to this Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect.

6 Waiver

Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by a duly authorized representative of the waiving party.

7 Binding Effect

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained.

8 Attorney's fees and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

Executed in multiple copies, each of which shall be deemed to be an original.

**BURKBURNETT  
DEVELOPMENT CORPORATION**

**HOMEWELL SENIOR CARE, INC.**

\_\_\_\_\_

\_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_



## City Commission Agenda Memo

**From:** Gordon Smith, Director of Public Works

**Date:** July 14, 2016

**Item:** Re-Appointments for Cemetery Board

### Background

The City of Burkburnett's Cemetery Board consists of seven (7) appointed members that serve a 2 year term. One (1) member is nearing their term; Mr. Ted Kwas.

Staff contacted Mr. Ted Kwas and he agreed to serve the additional term if Commissioners approve.

### Fiscal Impact

N/A

### Options

- Approve Appointment
- Not approve Appointment

### Staff Recommendation

Approve Re-Appointment of Mr. Ted Kwas to the Cemetery Board for a 2 year appointment.

### Attachments

N/A



## City Commission Agenda Memo

**From:** Gordon Smith, Director of Public Works  
**Date:** July 14, 2016  
**Item:** Re-Appointment for Zoning Board of Adjustment

### Background

The City of Burkburnett Zoning Board of Adjustment consist of five (5) appointed members and (2) alternates that serve a two (2) year term. Two (2) members are nearing their term; Mr. Matt Horn (Alternate) and Mr. Roy Cheney (Appointed).

Staff contacted Mr. Horn and Mr. Cheney. They both agreed to serve an additional term if Commissioners approve.

### Fiscal Impact

N/A

### Options

- Approve Appointment
- Not approve Appointment

### Staff Recommendation

Approve Re-Appointment of Mr. Matt Horn and Mr. Roy Cheney to the Zoning Board of Adjustments for an additional 2 year term.

### Attachments

N/A



## City Commission Agenda Memo

**From:** Mike Whaley  
City Manager

**Date:** July 18th, 2016

**Item:** TML IEBP Board of Trustees Call for Nomination

### Background

(See TML IEBP attached memorandum)

Mike Smith is the City Manager of Jacksboro and incumbent board member for Region 5.

### Fiscal Impact

N/A

### Options

Nominate Incumbent Mike Smith  
Make a different nomination

### Staff Recommendation

Unless one of our BOC have an alternate nomination in mind, I would recommend nominating incumbent Mike Smith given his experience serving on the Board of Trustees.

### Attachments

TML IEBP Memo  
TML IEBP Election Policy



## MEMORANDUM

**TO:** TML MultiState Intergovernmental Employee Benefits Pool Members Region 5

**DATE:** July 1, 2016

**RE:** Board of Trustee Election - Call for Nominations

The Pool Trust Agreement provides for three (3) year staggered terms of office for Trustees. Terms expire for Trustees in TML Regions 2, 3, 4, 5 and 6 on September 30, 2016. The Trust Agreement provides that all Pool Members in an affected region have the opportunity to submit nominations.

Mr. Mike Smith is the incumbent Board Member for Region 5. Mr. Smith any other employee or elected official of an incorporated city that is within your region and is a Member of the Pool may be nominated. For purposes of qualifying as a member of the Board of Trustees, a municipal "employee" is a person who holds a position of Department Head or higher; works at least 20 hours per week for an incorporated city; is paid by the city with incorporated city funds; and may be hired and fired only by another incorporated city official or by the incorporated city's governing body. Nominees may not be voting Board Members of the Texas Municipal League or the Texas Municipal League Intergovernmental Risk Pool.

Attached for your information are the Election Policy and a list of incorporated cities in TML Region 5.

**To be valid, nominations must certify that the vote was taken at an official meeting of the governing body and must give the date of the meeting.**

Nominations must be submitted on the enclosed form and received by Catherine Fryer, Board Secretary, Bickerstaff Heath Delgado Acosta LLP, 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas 78746, by 5:00 p.m. (CST) on August 12, 2016. Nominations may be submitted to the Board Secretary by mail, by facsimile (512) 320-5638 or electronically to [cfryer@bickerstaff.com](mailto:cfryer@bickerstaff.com).

Ballots will be prepared and mailed to all Pool Members in TML Region 5 by August 17, 2016.

A handwritten signature in blue ink that reads "Catherine Fryer".

Catherine Fryer  
Board Secretary

Attachments

# TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

## Region 5 Incorporated Cities

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City of Archer City  
City of Bellevue  
City of Benjamin  
City of Bowie  
City of Bryson  
City of Burkburnett  
City of Byers  
City of Chillicothe  
City of Crowell  
City of Electra  
City of Graham  
City of Henrietta  
City of Holliday  
City of Iowa Park  
City of Jacksboro  
City of Knox City  
City of Munday  
City of Nocona  
City of Olney  
City of Petrolia  
City of Seymour  
City of Throckmorton



## ELECTION POLICY

### *PURPOSE*

The purpose of this Elections Policy is to assure that elections to the designated place on the TML MultiState Intergovernmental Employee Benefits Pool (IEBP) Board of Trustees are fair and in compliance with the provisions of the IEBP Trust Agreement.

### *POLICY*

This policy applies to all elections to designated places, corresponding to the separate Texas Municipal League Regions 2-16, of the Board of Trustees of the IEBP. A copy of this Election Policy will be provided to all Members with the call for nominations and to all candidates.

### *GENERAL GUIDELINES*

- All deadlines are at 5:00 p.m. (CST) on the designated date.
- Nominations and ballots must be submitted by mail, by facsimile, electronically, or by hand delivery to the Board Secretary on a Nomination Submission form or a Ballot form provided by the IEBP.
- Nominations must be received by the Board Secretary no less than fifty (50) days prior to the expiration of the term of office sought.
- Ballots must be received by the Board Secretary no later than September 30th of the year in which the term of office expires.
- An election will not be invalidated because an Employer Member failed to receive or failed to timely receive a call for nomination or a ballot.
- All election materials provided by the Board Secretary will be directed to the attention of the contact designated by the Employer Member under the terms of the Pool's Interlocal Agreement.
- Any Employer Member from the designated region may nominate a qualified candidate.
- The governing body of the Employer Member must authorize the nomination and the ballot at a duly called meeting.

### *CANDIDATE QUALIFICATIONS*

A "qualified person" is one who is either an employee or an elected official of an incorporated city within the State of Texas that is a member of the IEBP. A municipal "employee" is a person who holds a position of Department Head or higher; works at least 20 hours per week for an incorporated city; is paid by the incorporated city with incorporated city funds; and may be hired and fired only by another incorporated city official or by the incorporated city's governing body.

Nominations must be accompanied by a statement that the nominated person holds a position of Department Head or higher, works at least 20 hours per week for an incorporated city, is paid by the incorporated city with incorporated city funds, and may be hired and fired only by another incorporated city official or by the incorporated city's governing body.

An individual may not be a voting member of the IEBP Board if they are a voting member of the Texas Municipal League Board or of the Texas Municipal League Intergovernmental Risk Pool Board.

Write-in candidates otherwise duly qualified shall be eligible for election.

## ***CAMPAIGNS***

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Nominees may campaign for positions on the Board of Trustees.

Campaign contributions of any kind or nature shall not be accepted directly or indirectly by nominees.

Incumbent trustees shall not use IEBP stationary, supplies, or staff for campaign purposes.

No candidate shall represent that he or she has the backing, support or approval of the IEBP. Notwithstanding the foregoing, it is not a violation of this Election Policy for a candidate to state that he or she is a present or past Trustee of the IEBP if that is the case.

## ***ELECTION***

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The Board Secretary shall forward a ballot to each of the Employer Members of the Pool in the affected TML region at least forty-five (45) days prior to the date of expiration of the term of office of that region's Board of Trustee representative.

In the event that the Board Secretary determines, by the end of the first week of September, that a nominee has become ineligible to serve on the Board of Trustees, the Board Secretary will send a second ballot to the Employer Members in the region affected by the ineligibility to give those Members an opportunity to vote for another nominee. If the Board Secretary determines, after the end of the first week of September, that a nominee has become ineligible to serve on the Board of Trustees, amended ballots will not be mailed. An election will not be invalidated because the name of a person ineligible to serve on the Board of Trustees appears on the ballot. The eligible candidate with the majority of votes shall be deemed to have won the election.

If a candidate dies or withdraws from the election, the Board Secretary shall take the same action as though the candidate were determined to be ineligible for election.

A candidate who is not a "qualified person" on October 1 shall not be elected to the Board of Trustees.

## ***RESULTS***

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If more than two (2) candidates are running, the person receiving the largest number of votes shall be elected.

The Board Secretary shall tabulate ballots and declare results. The results shall be announced to all members in regions conducting elections by the Chairman of the Board of Trustees or the Executive Director of the IEBP no later than October 10th following the election. The person elected shall take office on October 1st following the election and serve for a term of three (3) years.

In the event of a tie vote, the Board Secretary will conduct a run-off election between the candidates with the same number of votes in the affected region. Ballots for the run-off election will be mailed to Employer Members in the affected region no later than October 3. Ballots must be submitted by the Employer Member and received by the Board Secretary no later than October 31st. The person receiving the largest number of votes shall be deemed to have won the election.



# NOMINATION SUBMISSION

The governing body of \_\_\_\_\_ hereby submits for nomination \_\_\_\_\_ from the city of \_\_\_\_\_ as a qualified candidate to the TML MultiState IEBP Board of Trustees for Region \_\_\_\_\_. This nominee is either an employee or an elected official of an incorporated city within the State of Texas that is a member of the TML MultiState IEBP. If the nominee is an "employee", the governing body hereby certifies that the person holds a position of Department Head or higher; works at least 20 hours per week for an incorporated city; is paid by the incorporated city with incorporated city funds; and may be hired and fired only by another incorporated city official or by the incorporated city's governing body. This nominee is not a voting Board Member of the Texas Municipal League or the Texas Municipal League Intergovernmental Risk Pool.

We certify that this nomination is cast in accordance with official action taken at a duly called meeting on \_\_\_\_\_, 2016.

Name/Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

***Please complete the candidate summary on the reverse side.***

**Return by August 12, 2016 to**

Catherine Fryer  
Board Secretary  
Bickerstaff Heath Delgado Acosta LLP  
3711 S. MoPac Expressway  
Building One, Suite 300  
Austin, Texas 78746

*Please complete the following biographical summary on the candidate.*

**Name** \_\_\_\_\_

**Current Position**  
\_\_\_\_\_

**Previously Held Positions**  
\_\_\_\_\_

**Educational Background**  
\_\_\_\_\_

**Community Service**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TML Affiliations**  
\_\_\_\_\_

**Insurance/Benefits Experience**  
\_\_\_\_\_  
\_\_\_\_\_

**Availability for Meetings** *(There are at least four Board Meetings/year and committees usually meet twice/year)*

**Personal Information**  
\_\_\_\_\_  
\_\_\_\_\_